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- [1] **A:** No.
[2] **Q:** Do you know why not?
[3] **MR. ISRAEL:** Objection.
[4] **A:** I don't remember.
[5] **Q:** Do you recall whether
[6] Mr. Voronchenko was not interested because of the
[7] nature of the opportunity or because of his ideas
[8] about Mr. Corelli?
[9] **MR. ISRAEL:** Objection, calls for
[10] speculation.
[11] **A:** I don't —
[12] **MR. ISRAEL:** Irrelevant. Go ahead.
[13] **A:** I don't remember.
[14] **Q:** Why weren't you interested, do you
[15] recall —
[16] **MR. MANDEL:** Withdrawn.
[17] **Q:** Do you recall whether you were not
[18] interested in the opportunity because of
[19] Mr. Corelli or because of the idea itself?
[20] **MR. ISRAEL:** Objection.
[21] **A:** Because there were Tribeca-related,
[22] I was not interested in any Tribeca project.
[23] **Q:** If it was a real estate development
[24] opportunity that interested you, would you have
[25]

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- [1] been willing to go into business with
[2] Mr. Corelli?
[3] **MR. ISRAEL:** Come on, objection.
[4] **A:** Sure, I would, if it was interesting
[5] business proposal, why not.
[6] **Q:** In the middle of the second page,
[7] Mr. Corelli e-mails you in that e-mail, he states
[8] that these renderings are taking up a tremendous
[9] amount of time. Did you understand that to be
[10] the case?
[11] **A:** Did — did I understand what?
[12] **Q:** Was it your understanding while you
[13] were working on the project that the renderings
[14] took a lot of time to repair?
[15] **A:** I simply ignored — ignored those
[16] comments because I am very computer literate and
[17] I know how they're being created. I can do it
[18] within 30 seconds.
[19] **Q:** You can develop these renderings
[20] within 30 seconds?
[21] **A:** Well, I would know if they would be
[22] acceptable to a potential client, but from a
[23] computer standpoint of view, I can do — I can do
[24] a dozen of them within two hours, so I don't
[25]

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- [1] understand why — and he's a professional, so
[2] obviously he would use better materials or better
[3] design than I would.
[4] **Q:** I'm handing you what has been marked
[5] as Defendant's Exhibit 46.
[6] Did Mr. Corelli e-mail you an
[7] invoice on or around January 14, 2009?
[8] **A:** He did, according to this e-mail.
[9] **Q:** Did you object to that e-mail in any
[10] way?
[11] **A:** I did, because he was not entitled
[12] to more than 15 percent of his — of his 17
[13] percent until the renderings are approved.
[14] **Q:** I may have misheard. Did you say 15
[15] percent, 1-5?
[16] **A:** Yes.
[17] **Q:** So at this point in time, as of
[18] January 14, 2009, what percentage of the 17
[19] percent fee was Triarch entitled to?
[20] **A:** According to our agreement, no more
[21] than 15 percent.
[22] **Q:** So less than 15 percent?
[23] **A:** Correct.
[24] **Q:** Do you have any understanding as to
[25]

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- [1] how many hours Triarch put in between early
[2] September 2008, when they were hired, and January
[3] 14, 2009?
[4] **A:** Well, by this — how any project
[5] would — would work, they indicated 40 percent
[6] for — for — for phase number 3; even so,
[7] probably timewise it would take them less than
[8] that. Once — once the client — once the client
[9] approved the design, then it's all technical.
[10] **Q:** Here Mr. Corelli states, towards the
[11] end, "While there are additional charges for the
[12] extra presentation work, we have significantly
[13] reduced the amount of time we have billed for,
[14] that is to say we have spent a lot more time on
[15] this than you have been charged for."
[16] Do you have any understanding as to
[17] whether that statement is true or false?
[18] **A:** I cannot judge, but that is
[19] how — that is how it works. I mean, when you're
[20] trying to accommodate the client, to make him
[21] like what you do, you spend — sometimes you
[22] submit a proposal which you work on for countless
[23] hours and it just doesn't work, that's the nature
[24] of the beast.
[25]

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[1] **G. Braverman**
[2] **Q:** And is it your understanding that
[3] the client can ask for many, many, many revisions
[4] and not pay any additional fee?
[5] **A:** It's — I just said that's how you
[6] win the project. I mean, you have to
[7] accommodate — you have to make the client happy.
[8] **Q:** When you say "win the project," what
[9] do you mean? I guess I'm confused by that
[10] language because you had already entered into a
[11] contract; Medallion had already entered into a
[12] contract with Triarch, correct?
[13] **A:** Correct.
[14] **Q:** Hadn't Triarch already won the
[15] project?
[16] **MR. ISRAEL:** Objection.
[17] **A:** Yes. But what I'm referring to is
[18] that the following stages of the project are much
[19] less time-consuming from his standpoint of view.
[20] And in terms of his involvement. Once — once
[21] the design is approved, then it goes to — to
[22] soft — to software, which is called CAD, that
[23] automatically creates all the — all the drawings
[24] and all of that so this is something that a
[25] person who makes \$10 dollars an hour can do.

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[1] **G. Braverman**
[2] **Q:** So —
[3] **A:** You understand what I'm referring
[4] to?
[5] **Q:** The AutoCAD software?
[6] **A:** The creative project, that is
[7] actually what is needed from him. Once it's
[8] done, then the rest of the project for him is a
[9] very — much less time-consuming.
[10] **Q:** So the margins are on the back end
[11] of the project?
[12] **A:** Always.
[13] **Q:** If that's the case, why wouldn't he
[14] have adjusted the percentage so most of the fee
[15] is for the initial stage of the project?
[16] **MR. McKEE:** Objection to form.
[17] **MR. ISRAEL:** Objection.
[18] **A:** I wouldn't know.
[19] **Q:** But under your understanding of the
[20] terms of the agreement, the work that is required
[21] for the first schematic design phase of the
[22] project is disproportionate to the percentage of
[23] the fee that Triarch is entitled to under the
[24] contract?
[25] **MR. ISRAEL:** Objection.

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[1] **G. Braverman**
[2] You can answer it if you understand
[3] what he said.
[4] **A:** I'm not an expert, I cannot tell.
[5] **Q:** In Exhibit 46, Mr. Corelli states,
[6] "As you will note, this bill is the lion's share
[7] of the overall fee." Is it your understanding
[8] that the lion's share of the work had already
[9] been done?
[10] **MR. ISRAEL:** Objection.
[11] **A:** Well, I would never accept such
[12] statement if we're still in Phase I and we still
[13] have four phases to go. Is it lion share of the
[14] entire project, or this is the lion share of
[15] phase I? And why would you go to phase II if
[16] phase I is not completed?
[17] **Q:** So it's your understanding that the
[18] lion's share of Triarch's overall
[19] responsibilities of the project had not been done
[20] at this point?
[21] **A:** That is correct.
[22] **MR. MANDEL:** Thank you.
[23] **Q:** At some point did you ask Triarch to
[24] give you an estimate for the construction cost of
[25] the project?

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[1] **G. Braverman**
[2] **A:** Yes.
[3] **Q:** I'm handing you what has been marked
[4] as Defendant's Exhibit 47. Do you recognize this
[5] document?
[6] **A:** Yes.
[7] **Q:** What is it?
[8] **A:** This is construction work estimate.
[9] **Q:** And did Ms. Deiss provide this to
[10] you?
[11] **A:** Yes.
[12] **Q:** And am I correct that this was
[13] a — this budget was for \$1,273,800?
[14] **A:** Yes.
[15] **Q:** And was this budget an acceptable
[16] amount?
[17] **A:** Yes, it was more or less.
[18] **Q:** I believe, early in the day, you
[19] testified that there was a \$1 million ceiling and
[20] you couldn't go above the ceiling; am I correct
[21] about your testimony earlier today?
[22] **A:** Yes.
[23] **Q:** Do you wish to change that
[24] testimony?
[25] **A:** No.

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- [1] **Q:** So how do you reconcile your
[2] testimony that there was a hard-and-fast
[3] \$1 million ceiling with this \$1,273,000 budget
[4] being acceptable?
[5] **MR. ISRAEL:** Objection,
[6] mischaracterizes his earlier testimony.
[7] You can answer.
[8] **A:** It doesn't mean it was accepted. We
[9] asked them to submit a proposal, which I would
[10] compare to proposals I have in-house. It's just
[11] a proposal. It doesn't mean that it was ever
[12] accepted.
[13] **Q:** So it was Medallion's intention to
[14] work with this proposal and/or other proposals
[15] until it got to the point that it could meet its
[16] \$1 million budget?
[17] **A:** Then I would start to negotiate line
[18] by line. I would ask them why was the guest bath
[19] toilet a thousand dollars if I can get it for
[20] 600.
[21] **Q:** Right. I may have misunderstood
[22] this proposal. Were they proposing — was
[23] Triarch proposing to be the general contractor
[24] themselves, or was Triarch just giving you their

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- [1] opinion as to what the overall project would
[2] cost?
[3] **A:** No, they said that they do have a
[4] general contractor who they work with on the
[5] previous projects.
[6] **Q:** I see.
[7] **A:** So I told them why not, why don't
[8] you submit a proposal and see what it would cost.
[9] **Q:** So is it your understanding that
[10] this proposal was created by the Triarch — the
[11] general counsel — excuse me, the general
[12] contractor with which Triarch was familiar?
[13] **A:** I believe so, yes.
[14] **Q:** I'm handing you what has been marked
[15] as Plaintiff's Exhibit 45. Do you recognize this
[16] document?
[17] **A:** Yes.
[18] **Q:** And do you recall discussing with
[19] Mr. Corelli the payment of an invoice on or
[20] around January 21, 2009?
[21] **A:** Yes.
[22] **Q:** Was it your understanding that
[23] Medallion was going to pay the invoice?
[24] **A:** Yes.

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- [1] **Q:** And did Medallion have any objection
[2] to the invoice?
[3] **A:** No.
[4] **Q:** And why did —
[5] **MR. MANDEL:** Withdrawn.
[6] **Q:** Am I correct that Medallion
[7] ultimately decided not to pay the invoice?
[8] **A:** I'm not aware of the fact that it
[9] wasn't paid.
[10] **Q:** I'm handing you what has been marked
[11] as Plaintiff's Exhibit 44, and I'll turn your
[12] attention to the third page, which is invoice
[13] number 3. And am I correct that that invoice is
[14] dated January — what is the date of that
[15] invoice?
[16] **MR. ISRAEL:** 9.
[17] **Q:** Am I correct that invoice number 3
[18] was sent to Medallion on or about January 9,
[19] 2009?
[20] **MR. ISRAEL:** Objection. He didn't
[21] send it, so how is he going to know?
[22] **MR. MANDEL:** Didn't I say sent to
[23] Medallion?
[24] **MR. ISRAEL:** Yes, you were saying

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- [1] was it sent to Medallion on that date,
[2] since he wasn't sending it how would he
[3] know when it was sent?
[4] **MR. MANDEL:** Withdrawn.
[5] **Q:** Was invoice number 3 received by
[6] Medallion on or about January 9, 2009?
[7] **A:** I don't remember seeing this.
[8] **Q:** Is this the invoice that you're
[9] referring to in Plaintiff's Exhibit 45, your
[10] January 21st e-mail to Mr. Corelli?
[11] **MR. ISRAEL:** Objection.
[12] You can answer if you know.
[13] **A:** I don't think so.
[14] **Q:** Which invoice do you think you were
[15] referring to?
[16] **A:** I was referring to the second
[17] invoice that was — the second payment that was
[18] sent.
[19] **Q:** Turning your attention again to
[20] Plaintiff's Exhibit 44, the second page of that
[21] is the second invoice. Is it your understanding
[22] that Plaintiff's Exhibit 45 refers to that second
[23] invoice there?
[24] **A:** None of these invoices were ever

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[1]
[2] approved by me, because additional services is
[3] not part of our contract. They were not doing
[4] any additional services, they were doing phase I.

[5] **Q:** So which invoice was being referred
[6] to in Plaintiff's Exhibit 45? So that the record
[7] is clear, this is Exhibit 45, and this is Exhibit
[8] 44. So which invoice is being referred to in
[9] Plaintiff's Exhibit 45?

[10] **MR. ISRAEL:** Are there any other
[11] invoices?

[12] **MR. MANDEL:** Not that I'm aware of.
[13] So the record is clear, Plaintiff's
[14] Exhibit 44 is, as far as I'm aware, all
[15] four invoices that Triarch sent to
[16] Medallion.

[17] **A:** I do remember about two payments
[18] that were sent to them, one is the initial
[19] deposit and there was another payment of, I would
[20] say, around 30, 35,000. I don't remember about
[21] any other payments that were made.

[22] **Q:** Do you recall when that second
[23] payment of approximately 30 to 35,000 was made?

[24] **A:** No. I was not the one who was
[25] sending payments.

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[1] **Q:** So just returning your attention to
[2] Plaintiff's 45, do you know what invoice you're
[3] referring to in that e-mail?

[4] **MR. ISRAEL:** Objection. It doesn't
[5] say it's an invoice.

[6] **A:** No, I don't.

[7] **Q:** Do you know what payment you're
[8] referring to in that e-mail?

[9] **A:** I'm not sure.

[10] **Q:** At this point in time had Medallion
[11] decided to terminate Triarch?

[12] **A:** Yes.

[13] **Q:** At what point in time did Medallion
[14] make that decision?

[15] **A:** The decision was made actually back
[16] in December, but I was hoping to — to see any
[17] improvements and then I realized that it is a
[18] total waste of time.

[19] **Q:** So was a preliminary decision made
[20] in December to terminate?

[21] **A:** Yes, when I sent this e-mail.

[22] **Q:** Well, this e-mail is in January.

[23] **A:** No, I'm referring to my December
[24] e-mail.
[25]

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[1] **Q:** Your December 10th e-mail?

[2] **A:** Yes.

[3] **Q:** So around December 10th, Medallion
[4] had made — was it a tentative decision to
[5] terminate Triarch?

[6] **A:** I was thinking of terminating this
[7] conflict, yes.

[8] **Q:** So in December of 2008, Medallion
[9] was considering terminating Triarch?

[10] **A:** Yes.

[11] **Q:** But Medallion hadn't reached a
[12] decision on that issue?

[13] **A:** That's right.

[14] **Q:** So turning back to January 21, 2009,
[15] as of this point in time, you're telling
[16] Mr. Corelli that Mr. Voronchenko hasn't
[17] authorized payment yet. At the time that you
[18] were telling him that he hadn't authorized
[19] payment, had Medallion already decided to
[20] terminate Triarch?

[21] **MR. ISRAEL:** Objection.

[22] You can answer.

[23] **A:** Yes, I believe so, yes.

[24] **Q:** And when was that decision made?
[25]

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[1] **A:** Around this — around this date.

[2] **Q:** And why did you tell —

[3] **MR. ISRAEL:** Senor Corelli.

[4] **Q:** — Senor Corelli that you were
[5] terminating him at this point?

[6] **A:** Well, I've been telling him that
[7] since December, that I'm seriously — and I
[8] expressed that in my e-mails and over the
[9] telephone. But — but obviously I felt that it
[10] should come from — from Robert Wise, and I — I
[11] instructed him to send termination letters.

[12] **Q:** And you gave Mr. Wise that

[13] instruction around January 21, 2009?

[14] **A:** Around this time, yes.

[15] **Q:** And at this time was Triarch still
[16] working on the project?

[17] **A:** Practically no. I don't think so,
[18] no.

[19] **Q:** Did you want to obtain any copies of
[20] any of Triarch's renderings or drawings or work
[21] product before you terminated them?

[22] **A:** I never asked for them.

[23] **Q:** Did Medallion ever want all of those
[24] materials before the termination occurred?
[25]

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- [1] **A: No.**
[2] **Q: Did anyone ask you to obtain any**
[3] **materials from Triarch prior to the termination?**
[4] **A: No.**
[5] **Q: Did anyone working for or on behalf**
[6] **of Medallion make any effort to obtain any of**
[7] **Triarch's materials before terminating Triarch?**
[8] **A: No. It wasn't anyone else but me.**
[9] **Q: Just you.**
[10] **Well, there is Mr. Voronchenko and**
[11] **there was Mr. Wise and there was Filip and there**
[12] **were a lot of people who were e-mailing and**
[13] **speaking with Triarch, right?**
[14] **A: Well, Vladimir never communicated**
[15] **with Corelli directly or never wrote to him**
[16] **directly.**
[17] **Q: They had some in-person meetings,**
[18] **right?**
[19] **A: I was always present at those**
[20] **meetings.**
[21] **Q: Right?**
[22] **A: Always.**
[23] **Q: Right?**
[24] **A: Filip was not aware of, no. And**
[25]

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- [1] **Wise obviously wouldn't do it without advising**
[2] **me, or at least I would have been aware of it.**
[3] **Q: I'm handing you — excuse me, yes,**
[4] **I'm handing you what has been marked as**
[5] **Plaintiff's Exhibit 16. Do you recognize this**
[6] **document?**
[7] **MR. ISRAEL: Let me see it. Okay.**
[8] **A: Yes.**
[9] **Q: What is it?**
[10] **A: I guess I'm advising Hayden**
[11] **regarding the new designer.**
[12] **Q: Were you still working on the**
[13] **apartment in July of 2009?**
[14] **A: Practically no.**
[15] **Q: Is this — excuse me. Did you**
[16] **attend a meeting with Mr. Calderin in New York in**
[17] **or around July of 2009?**
[18] **A: Yes, I did.**
[19] **Q: Is that the meeting that you**
[20] **mentioned a few minutes ago?**
[21] **A: I mentioned, yes.**
[22] **Q: Other than what you testified about**
[23] **today in regard to that meeting, do you have any**
[24] **other recollection of that meeting?**
[25]

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- [1] **A: No.**
[2] **Q: Do you know when Mr. Calderin was**
[3] **hired?**
[4] **A: I think it was around March, March,**
[5] **April.**
[6] **Q: And was this — was Mr. Calderin's**
[7] **July 2009 visit to New York his first visit to**
[8] **New York to see the apartment?**
[9] **A: That, I wouldn't know, because at**
[10] **the time I was not already — involved already on**
[11] **a daily basis.**
[12] **Q: Had any progress on the**
[13] **apartment —**
[14] **MR. MANDEL: Withdrawn.**
[15] **Q: I think we're going to get into some**
[16] **territory where there is going to be a lot of**
[17] **questions that you don't know the answers to.**
[18] **I'm going to keep asking them because I have to**
[19] **know one way or the other whether you know.**
[20] **Do you know if any progress was made**
[21] **on the renovation of the apartment between the**
[22] **time Triarch was terminated in January 2009 and**
[23] **Mr. Calderin's visit in July of 2009?**
[24] **A: I don't know.**
[25]

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- [1] **Q: With all of the hindsight that you**
[2] **have sitting here today, do you still think that**
[3] **terminating Triarch was the right decision to**
[4] **make?**
[5] **A: Absolutely, yes.**
[6] **Q: And do you think that the apartment**
[7] **was renovated and decorated more quickly because**
[8] **Triarch was terminated?**
[9] **A: Obviously not, but I don't know — I**
[10] **don't know the reasons behind why it took so**
[11] **long.**
[12] **Q: Do you know if Mr. Voronchenko lost**
[13] **interest in working on the apartment for long**
[14] **periods of time?**
[15] **MR. McKEE: Objection to form.**
[16] **A: I don't know. I don't know. He**
[17] **never mentioned it. In fact, since I left, we**
[18] **never discussed this project.**
[19] **Q: Since you stopped working on the**
[20] **project, you have not discussed the project at**
[21] **all with Mr. Voronchenko?**
[22] **A: That's right.**
[23] **Q: But you've seen him on a fairly**
[24] **regular basis since then, correct?**
[25]

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[1] **A:** Yes.
[2] **Q:** You've remained good friends since
[3] then, correct?
[4] **A:** Yes.
[5] **Q:** And this work on the apartment
[6] didn't negatively affect your relationship in any
[7] way?
[8] **A:** No, sir.
[9] (Plaintiff's Exhibit 68, two-page
[10] document dated June 1, 2012, marked for
[11] identification.)
[12] **Q:** Do you know when the Italian
[13] manufacturers began working on manufacturing the
[14] product for the apartment?
[15] **MR. ISRAEL:** Okay.
[16] **Q:** I'm handing you what has been marked
[17] as Plaintiff's Exhibit 68, which is an e-mail
[18] chain, that the top e-mail is an e-mail to my
[19] firm and to Garth Hayden's counsel's firm, and
[20] just beneath that is from a Mr. Dejan, D-E-J-A-N,
[21] to Mr. Calderin, dated August 3, 2009. At the
[22] bottom of the e-mail — let me restate the
[23] question.
[24] This e-mail seems to indicate that
[25]

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[1] sometime after August 3, 2009 either Libracon or
[2] Tempora visited New York for the first time to
[3] take measurements of the apartment.
[4] Do you have any idea as to whether
[5] that visit occurred in August of 2009?
[6] **A:** No. No, I was not involved.
[7] **Q:** Do you know when —
[8] **MR. MANDEL:** Withdrawn.
[9] **Q:** Towards the bottom of the e-mail it
[10] states that they will begin manufacturing when
[11] they return to Italy.
[12] That doesn't refresh your
[13] recollection in any way as to when the Italian
[14] manufacturer began work on the project, does it?
[15] **A:** No.
[16] **Q:** Am I correct that if I asked you
[17] about correspondence in connection with the
[18] apartment in the second half of 2009 and 2010 and
[19] 2011, if you weren't cc'd on that correspondence
[20] you would have no understanding of that
[21] correspondence?
[22] **A:** No, I wouldn't be able to — I was
[23] not involved. Even — even if I was cc'd, I have
[24] never — I never even read it.
[25]

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[1] **MR. McKEE:** Can I see 68, please?
[2] **MR. MANDEL:** Of course.
[3] (Plaintiff's Exhibit 69, document
[4] dated July 1, 2010, marked for
[5] identification.)
[6] **Q:** I've handed you —
[7] **MR. MANDEL:** I gave you a second
[8] copy, Mr. Israel?
[9] **MR. ISRAEL:** You did, thank you.
[10] **MR. MANDEL:** Plaintiff's Exhibit 69
[11] is a July 1, 2010 letter from James Rowland
[12] to Mr. Israel.
[13] **Q:** Mr. Braverman, did Triarch ever send
[14] Medallion a cease and desist letter asking
[15] Medallion to cease and desist any use of the
[16] drawings or renderings or its work product on
[17] this project?
[18] **A:** I do not recall that.
[19] **MR. ISRAEL:** I don't think I ever
[20] saw this before.
[21] **Q:** Have you ever seen Plaintiff's
[22] Exhibit 69 before today?
[23] **A:** No.
[24] **Q:** At the bottom, the last sentence of
[25]

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[1] the second paragraph this letter, it says,
[2] "Triarch has, at no time, waived or otherwise
[3] transferred ownership of the Drawings to
[4] Medallion Inc. or any other party." Do you know
[5] if that statement is true or false?
[6] **MR. ISRAEL:** Objection, calls for a
[7] legal conclusion.
[8] **Q:** On the second page of this letter,
[9] the second paragraph, the first sentence states,
[10] "Accordingly, Triarch demands that Medallion
[11] immediately cease and desist from using the
[12] Triarch Design Documents in any manner."
[13] Do you know if Medallion ever used
[14] the documents that Triarch gave to it after
[15] Medallion terminated Triarch?
[16] **A:** I don't think so, because it has a
[17] totally different look, totally different design.
[18] **Q:** Do you know one way or the other?
[19] **A:** No.
[20] **Q:** Turning your attention to the first
[21] paragraph of Plaintiff's Exhibit 69, the last
[22] sentence, "Based on information it has obtained
[23] from others, Triarch understands that your
[24] client, Medallion, used and allowed to be used
[25]

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[1] and copied, the Triarch Design Documents without
[2] Triarch's consent." Do you know if that
[3] statement is true or false?

[4] **A:** I don't know.

[5] **Q:** Earlier you testified that when you
[6] were sitting down —

[7] **MR. MANDEL:** Withdrawn.

[8] **Q:** Earlier you testified that when you
[9] were first discussing the timeline for the
[10] project with Mr. Corelli, you knew the timeline,
[11] the December 31, 2008 timeline was — I believe
[12] the word you used was "tight"; am I getting your
[13] testimony correct in that regard?

[14] **A:** Yes, I said that, yes.

[15] **Q:** Is that accurate?

[16] **A:** Yes.

[17] **Q:** Would Medallion have found it
[18] acceptable if the project were finished sometime
[19] in 2009, as opposed to December 31, 2008?

[20] **A:** But Corelli said it's doable.

[21] **Q:** I'm not asking what Mr. Corelli
[22] said. I'm just asking what Medallion's feeling
[23] was on the subject of 2009.

[24] **A:** Beginning of 2009 was acceptable

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[1] since Victor's tenant was going to take
[2] possession on February 1, 2009.

[3] **Q:** Who wanted to take possession?

[4] **A:** It's Victor's tenant.

[5] **Q:** Who was that?

[6] **A:** I don't know. His friend of his.

[7] His prospective tenant that Victor mentioned
[8] wanted to take possession as of February 1st.

[9] **Q:** Okay. And that was a friend of
[10] Mr. Vekselberg's?

[11] **A:** Correct.

[12] **Q:** Do you know how you spell his last
[13] name?

[14] **A:** Whose?

[15] **Q:** The tenant's name?

[16] **A:** Tenant.

[17] **Q:** I apologize, I misheard you.

[18] **A:** Prospective tenant.

[19] **Q:** I thought you were naming
[20] Mr. Tenant.

[21] **A:** Last name is T-E-N-A — tenant.

[22] **MR. ISRAEL:** That was the last
[23] deposition.

[24] **Q:** I apologize. So Victor's tenant

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[1] wanted to take possession on February 1st?

[2] **A:** Yes.

[3] **Q:** And even under the schedule, the
[4] ideal schedule that you articulated earlier, you
[5] knew that the apartment wasn't going to be ready
[6] until sometime in January, correct?

[7] **A:** Yes.

[8] **Q:** I'm handing you again what has been
[9] marked as Plaintiff's Exhibit 46. The third
[10] sentence of the letter states, "Triarch was
[11] retained on the express understanding that it
[12] would complete the project, including
[13] construction, on or before December 31, 2008."

[14] **A:** Mm-hmm.

[15] **Q:** That statement is inaccurate, right?

[16] **A:** This statement is very accurate.

[17] **Q:** I thought you just testified that
[18] you knew from the beginning that construction
[19] wasn't going to be completed until sometime until
[20] January 2009?

[21] **A:** No, I never said that. I always was
[22] starting in December 31st of 2008 as — as a our
[23] target or wish date, so to speak. Understanding
[24] that the January would take some time for

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[1] additional decoration, cleaning, so on.

[2] **Q:** Who —

[3] **A:** So in other words, he would always
[4] get this, you know, lead time if anything goes
[5] wrong, because you always have time to correct
[6] it, but our intention was to finish it by
[7] December 31st.

[8] And once again, Corelli would never
[9] have been hired if he would tell up front that
[10] this is simply impossible. He always said that
[11] it's doable. And based on this promise of
[12] whatever you want to call it, we signed it into
[13] agreement.

[14] **Q:** But even if —

[15] **MR. MANDEL:** Withdrawn.

[16] **Q:** The target was to get all of the
[17] information that the Italian manufacturer needed
[18] to start production was on October 1st?

[19] **A:** Correct.

[20] **Q:** And you knew that it was going to
[21] take the Italian manufacturer at least 90 days to
[22] do the manufacturing, correct?

[23] **A:** No, no, no, including delivery.

[24] **Q:** Manufacturing and delivery would

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- [1] take 90 days?
- [2] **A:** Yes.
- [3] **Q:** But then installation would take at
- [4] least two weeks after that, right?
- [5] **A:** No, at least — yeah, about 10 to 14
- [6] days.
- [7] **Q:** So even under the ideal timeline
- [8] with the October 1st target date, forgetting all
- [9] of the information that the Italian manufacturer
- [10] needed, it still wasn't going to be done until
- [11] January 2009?
- [12] **A:** Mid-January, yes.
- [13] **Q:** So this statement that there was an
- [14] understanding that the construction was going to
- [15] be completed on December 31, 2008 is false?
- [16] **A:** No, it's not. Construction — we
- [17] are not referring to Italians. We're referring
- [18] to construction, because when Italian come, they
- [19] cover the floors that are done, the ceiling that
- [20] is done, they covering all of that, and they just
- [21] installing panels.
- [22] **Q:** So what was Medallion's
- [23] understanding was going to be completed by
- [24] December 31, 2008?
- [25]

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- [1] **A:** The entire — the entire apartment
- [2] with the exception of the Italians are doing,
- [3] like doors for the closet in the master bedroom
- [4] and the panels for hallway and — and living
- [5] room.
- [6] **Q:** What would be complete by December
- [7] 31, 2008 is the bathrooms and the floors in all
- [8] the rooms and the ceilings in all the rooms?
- [9] **A:** Correct.
- [10] **Q:** But everything else would have to be
- [11] done after December 31, 2008, correct?
- [12] **A:** Everything else, whatever was done
- [13] overseas, right.
- [14] **Q:** And then all the furnishings, right?
- [15] **A:** Yes.
- [16] **Q:** So drapes, all the furniture, all of
- [17] that stuff would have done on after December
- [18] 31st, correct?
- [19] **A:** Correct.
- [20] **Q:** All the walls would have to be done
- [21] after December 31, 2008 correct?
- [22] **A:** Correct.
- [23] **Q:** So it is your testimony that the
- [24] phrase "complete the project including
- [25]

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- [1] construction" doesn't include all of those things
- [2] that you just described, that would be done in
- [3] January 2009?
- [4] **A:** Correct. Correct. This draft was
- [5] prepared based on my instructions.
- [6] **Q:** You reviewed this draft before it
- [7] went out?
- [8] **A:** Yes.
- [9] **Q:** And you felt it was accurate when it
- [10] went out?
- [11] **A:** Yes.
- [12] **Q:** You didn't think it would be more
- [13] accurate to say would complete the project
- [14] including construction by sometime in January
- [15] 2009?
- [16] **A:** No, because I was referring to the
- [17] work — you see, Tri — Triarch had nothing to do
- [18] with whatever would be done after December 31st,
- [19] absolutely nothing; in other words, they would
- [20] oversee a construction to the point when it's
- [21] done, but they had not to do Italians. Italians
- [22] were just — just like — you know, they changed
- [23] the door, you would come, you take out the old
- [24] door, you put the new one. So that — this is
- [25]

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- [1] what they would do.
- [2] **Q:** Was Triarch going to be involved in
- [3] furnishing the apartment?
- [4] **A:** No. We discussed that, but we
- [5] never — we never agreed to that.
- [6] **Q:** So it was a possibility but it
- [7] wasn't part of the 17 percent contract price that
- [8] had been agreed upon?
- [9] **A:** I believe it is not.
- [10] **Q:** Then in this letter, in the next
- [11] sentence it states, "Almost five months after the
- [12] commencement of the project there is not a single
- [13] approved schematic design"; is that true?
- [14] **A:** Yes, it is true.
- [15] **Q:** So after January 27, 2009, Medallion
- [16] had not approved a single schematic design for
- [17] the renovation of the apartment?
- [18] **A:** Yes.
- [19] (Plaintiff's Exhibit 70, document
- [20] entitled, "Answer and Counterclaims",
- [21] marked for identification.)
- [22] **Q:** I've handed you what has been marked
- [23] as Plaintiff's Exhibit 70. It is Medallion's
- [24] answer and counterclaims in a state court action
- [25]

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[1] **G. Braverman**
[2] with index number 107644/2009.
[3] Have you ever seen this document
[4] before?
[5] **A:** Yes.
[6] **Q:** And when was that?
[7] **A:** Yesterday.
[8] **Q:** Had you ever seen it before
[9] yesterday?
[10] **A:** No.
[11] **Q:** Was yesterday the first time that
[12] you learned that Mr. Vekselberg had a tenant he
[13] wanted to move into the apartment in February of
[14] 2009?
[15] **A:** No, I learned this back in 2008.
[16] **Q:** So you knew that the whole time you
[17] were working on the project?
[18] **A:** Of course.
[19] **Q:** And you never asked anyone who that
[20] tenant was —
[21] **A:** No.
[22] **Q:** — because it wasn't your business?
[23] Do you know whether Mr. Vekselberg's tenant was
[24] going to pay rent?
[25] **A:** Yes. He mentioned 30,000 a month.

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[1] **G. Braverman**
[2] **Q:** Who mentioned that?
[3] **A:** Victor mentioned that the guy is
[4] willing to pay 30,000 a month.
[5] **Q:** So it wasn't — the tenant wasn't a
[6] friend of Mr. Vekselberg, it was —
[7] **A:** I believe business associate, but
[8] I'm not sure.
[9] **Q:** When did Mr. Vekselberg mention that
[10] to you?
[11] **A:** A few months after — after the
[12] apartment was purchased.
[13] **Q:** And do you know whether that tenant
[14] was willing to move into that apartment at a
[15] later date?
[16] **A:** He always ask me is that realistic
[17] to — to have it complete by February 1st, so I
[18] told him based on — based on the promise we got
[19] from — from Triarch it should be done by then.
[20] **Q:** When did you tell Mr. Vekselberg
[21] that?
[22] **A:** Around September-October.
[23] **Q:** Am I correct you testified that
[24] Mr. Vekselberg first mentioned this prospective
[25] tenant at the time the apartment was purchased in

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[1] **G. Braverman**
[2] February of 2008?
[3] **A:** No, probably late spring of 2008.
[4] **Q:** And at that time did Mr. Vekselberg
[5] ask you what the possible move-in date was?
[6] **A:** Yes. I told him probably by the end
[7] of the year is — is realistic.
[8] **Q:** Why did you think that that was
[9] realistic?
[10] **A:** Based — again, based on my
[11] experience at having seven, eight month — eight,
[12] nine month — nine month should be more than
[13] enough.
[14] **Q:** In March of 2008, hadn't Mr. Hayden
[15] told you it might take a very long time to do
[16] work on this project?
[17] **A:** That is precisely why we used the
[18] plan that was already approved, so I knew,
[19] worst-case scenario, that we'll get proved by
[20] June, July.
[21] **Q:** And did Medallion look for another
[22] tenant to rent the apartment —
[23] **MR. MANDEL:** Withdrawn.
[24] **Q:** So what happened with — do you
[25] know —

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[1] **G. Braverman**
[2] **MR. MANDEL:** Withdrawn.
[3] **Q:** What happened with the initial
[4] tenant, did someone at some point communicate to
[5] him that the apartment was not going to be
[6] available in February 2009?
[7] **A:** I don't know, I don't know.
[8] **Q:** Do you know whether Medallion made
[9] any effort to find an alternative tenant to rent
[10] the apartment?
[11] **A:** I don't know.
[12] **Q:** Do you know whether the market value
[13] of the apartment changed as a result of the
[14] renovation?
[15] **A:** I doubt it, no.
[16] **Q:** You don't know or you doubt?
[17] **A:** I doubt it.
[18] **Q:** You doubt it?
[19] **A:** Yeah.
[20] **Q:** You think it is probably worth the
[21] same now as it was worth prior to the renovation?
[22] **A:** I think it's worth less.
[23] **Q:** Because of market factors unrelated
[24] to the renovation?
[25] **A:** It was purchased right before

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[1] the — the crash, right, so I would assume that
[2] it is probably worth — by now it's probably
[3] worth the same as it was purchased for.
[4] **Q:** Do you think the renovation has
[5] increased its value above what it would have had
[6] absent to the renovation?
[7] **A:** I personally don't believe that any
[8] renovation increases the value.
[9] **Q:** Did Medallion disagree with you
[10] about that?
[11] **A:** It is my personal — I never
[12] discussed it.
[13] **Q:** Why did Medallion want to renovate
[14] the apartment at all?
[15] **A:** It was in terrible condition.
[16] **Q:** Could it have been lived in in the
[17] condition that Medallion purchased it in?
[18] **A:** Yes.
[19] **Q:** So it was safe but it wasn't a
[20] pleasant place to live?
[21] **A:** Well, considering the — you know,
[22] the — the — considering that this is a luxury
[23] piece of real estate, you would expect something
[24] else.
[25]

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[1] I mean that — that was used by a
[2] tenant who used to come once every three years
[3] and stay for weeks, so to him it probably was
[4] acceptable. But it wasn't a luxury — luxury
[5] piece of real estate, no.
[6] **Q:** Turning your attention to page 4,
[7] paragraph 10, of this document, it states
[8] "Defendant advised the plaintiff that it was
[9] critical that its Italian tile maker be furnished
[10] designs for this aspect of the project within 30
[11] days since the manufacturer, delivery and
[12] installation, electrical plumbing, et cetera, of
[13] the tile would require another 90 days."
[14] Is it your understanding that all
[15] the designs and materials that the Italian
[16] manufacturer needed could be produced within a
[17] 30-day period?
[18] **A:** Again, which — which 30-day period?
[19] **Q:** Sure. Was it possible for Triarch?
[20] The Triarch-Medallion contract was signed on
[21] September 5, 2008, and you set the target date to
[22] get all the materials that the Italian
[23] manufacturer needed was October 1st —
[24] **A:** Correct.
[25]

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[1] **Q:** — so was it possible within that
[2] 30-day period for Triarch to produce all the
[3] materials that the Italian manufacturer is going
[4] to need?
[5] **A:** Once again, as I said before, that
[6] it really — it is like you and I are reading the
[7] same contract. It takes you three seconds to
[8] scroll through a paragraph. It would take me
[9] three minutes or five minutes to scroll through a
[10] paragraph. He's a professional, right, so he
[11] should be able to create renderings, he should
[12] come up with a dozen of renderings within a day
[13] or so. I mean, he's experienced. I saw his
[14] apartment. He's a talented designer. So why
[15] not? I mean, it might be a month, more than
[16] enough, a week should be enough to submit the
[17] initial renderings, and another week for any
[18] changes that the client might want looking at
[19] those renderings, submitting not only one option
[20] but three or four options for every room.
[21] **Q:** Turning your attention to page 6 of
[22] this document, paragraph 28, the last paragraph
[23] on the page I would ask you to read that
[24] paragraph to yourself and just tell me whether
[25]

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[1] that statement is true, that statement is false
[2] or you don't know whether the statement is true
[3] or false.
[4] **A:** Yes, it's very true.
[5] **Q:** So you know it was true that it was
[6] months before a suitable replacement could be
[7] hired?
[8] **A:** Yes. The fact is that the other
[9] designer didn't really start to work until
[10] sometime in July or August. I was not already
[11] there.
[12] **Q:** When was that other — we're talking
[13] about Mr. Calderin, correct?
[14] **A:** Calderin, yes.
[15] **Q:** When was Mr. Calderin hired?
[16] **A:** I don't know exactly when he was
[17] hired. But I do remember that based on — based
[18] on one of the e-mails that you — when I arranged
[19] a meeting between Garth Hayden and Calderin while
[20] he was in New York, that was what, sometime in
[21] July or August, so this is the gap between
[22] January, February and July, August.
[23] **Q:** Okay. Was there any written
[24] agreement between Medallion or Mr. Vekselberg and
[25]

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[1] **G. Braverman**
[2] the prospective tenant?
[3] **A:** I'm not aware of it.
[4] **Q:** Have you seen any written documents
[5] whatsoever that refer to this prospective tenant
[6] renting the apartment?
[7] **A:** No. But most deals in Russia, I'm
[8] doing some business there, are done on a
[9] handshake. A handshake is by far much safer than
[10] any agreement.
[11] **Q:** And other than Mr. Vekselberg
[12] telling you that he had a prospective tenant to
[13] move into the apartment in February of 2009 for
[14] \$30,000 per month, other than him telling you
[15] that, do you have any other source of information
[16] regarding that prospective tenancy?
[17] **A:** Vladimir mentioned that several
[18] times.
[19] **Q:** Mr. Voronchenko mentioned that to
[20] you as well?
[21] **A:** Yes. He was constantly talking
[22] about it.
[23] **Q:** Did Mr. Voronchenko know the tenant?
[24] **A:** I don't — I wouldn't know. I
[25] wouldn't know. They — they're very close,

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[1] **G. Braverman**
[2] they're business partners, very close friends.
[3] I'm not that close. I wouldn't know.
[4] **Q:** They're early childhood friends; is
[5] that right?
[6] **MR. MANDEL:** I withdraw the
[7] question, it doesn't matter.
[8] **A:** I don't know history.
[9] **Q:** Other than Mr. Vekselberg and
[10] Mr. Voronchenko telling you about this tenant,
[11] did you have any other knowledge of the tenant?
[12] **A:** No.
[13] **Q:** Did Mr. Voronchenko hear about the
[14] tenant from Mr. Vekselberg?
[15] **A:** Most likely.
[16] **Q:** Do you know how much —
[17] **MR. MANDEL:** Withdrawn.
[18] **Q:** How much did Medallion suffer in
[19] damages as a result of the failure to rent this
[20] apartment to the prospective tenant?
[21] **MR. ISRAEL:** If you know, you know,
[22] but don't guess.
[23] **A:** In terms of numbers?
[24] **Q:** Yes.
[25] **A:** 30 — 30,000 multiplied

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[1] **G. Braverman**
[2] by — effective February 1, 2009 — I don't know
[3] what time, I'm not sure how to figure it out.
[4] **Q:** Other than that failure to rent the
[5] apartment to the prospective tenant at the rate
[6] of \$30,000 per month, did Triarch cause Medallion
[7] any other damages?
[8] **A:** I'm not aware of any other damages.
[9] **Q:** I'm handing you what has been marked
[10] as Plaintiff's Exhibit 44. This is the invoices.
[11] I have one copy additional beyond those that I've
[12] already provided to you.
[13] Do you recognize Plaintiff's Exhibit
[14] 44?
[15] **A:** No, I don't. But most likely I saw
[16] it. Yes, it was addressed to me.
[17] **Q:** And starting with invoice number 1,
[18] did you object —
[19] **MR. MANDEL:** Withdrawn.
[20] **Q:** Starting with invoice number 1,
[21] which is the first page of Plaintiff's 44, did
[22] Medallion object to the invoice at any point
[23] after receiving it?
[24] **A:** I did.
[25] **Q:** And when did you object?

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[1] **G. Braverman**
[2] **A:** Immediately after receiving it.
[3] **Q:** What is the objection?
[4] **A:** My design development was 54,000,
[5] what is it based on, I don't remember exactly,
[6] but — phase I is entitled to 15 percent of — of
[7] about 170,000, so in my book, 15 percent of
[8] 170,000 is about 25, but not 54.
[9] **Q:** Were there any other objections that
[10] Medallion had to invoice number 1?
[11] **A:** There is nothing else.
[12] **Q:** Turning your attention to invoice
[13] number 2, did Medallion object to this invoice?
[14] **A:** Yes.
[15] **Q:** And when did it make that objection?
[16] **A:** Immediately after receiving the
[17] invoice.
[18] **Q:** And to whom did Medallion object?
[19] **A:** Directly to Corelli.
[20] **Q:** Did you make the objection?
[21] **A:** Yes.
[22] **Q:** And was it in writing or over the
[23] phone, if you can recall?
[24] **A:** It was over the phone.
[25] **Q:** And what were your objection or

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[1] objections?
[2] **A:** 15 percent of design development, 20
[3] percent of construction documents, which I never
[4] saw, number one; and number two, I was always
[5] referring to the fact that how can you go into
[6] design development if the schematic design is not
[7] approved. Why would you draw — draw something
[8] if you don't know what — what the final product
[9] is.

[10] Same thing with 20 percent of
[11] construction documents, what construction? We're
[12] not — we're not even remotely close to where we
[13] should be.

[14] **Q:** Any other objections?

[15] **A:** There is nothing else.

[16] **Q:** What about the additional services?

[17] **A:** In terms of additional services, I
[18] never understood those charges because phase I is
[19] — per our contract is entitled to again 15
[20] percent of certain amount, right, so in addition
[21] to that he's charging for someone to prepare
[22] those renderings, which in my opinion is wrong,
[23] when — when he needs to do some reimbursable
[24] expenses obviously it's natural and

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[1] understandable, but I never understood the
[2] concept of additional services.

[3] **Q:** Did you object to the additional
[4] services item on invoice 2?

[5] **A:** Yes, yes.

[6] **Q:** What did Mr. Corelli say in
[7] response?

[8] **A:** Truly, I don't know.

[9] **Q:** And did you object to the billing
[10] for a hundred percent of schematic design?

[11] **A:** Yes, I did, because at the time the
[12] invoice is dated December 8th, it was not
[13] approved.

[14] **Q:** As of December 8, 2008, how much did
[15] you think Triarch was entitled to in
[16] compensation?

[17] **A:** My understanding was that he
[18] received a deposit that was initially agreed
[19] upon. Once the professional received a deposit,
[20] he goes back to drawing board, and he must
[21] present the client with several options for every
[22] one.

[23] Once this first phase is approved
[24] with what we call schematic design, he's entitled

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[1] to additional 15 percent, which, in our case is
[2] approximately 25,000. So only then would he have
[3] been entitled to additional 25,000.

[4] Once it's all approved then he is
[5] obviously going to design development phase, and
[6] as he progresses, he can bill monthly.

[7] Obviously if he — if overall for
[8] this phase he's entitled to, let's say, 20
[9] percent, and it took him, let's say three months
[10] to do it, as he progresses he's entitled to bill
[11] for certain percentage of the complete part of
[12] this phase, this is my understanding.

[13] **Q:** Was there any limit to the number of
[14] changes or revisions or additional designs that
[15] Medallion could request without incurring
[16] additional fees?

[17] **A:** No, we never discussed that.

[18] **Q:** So —

[19] **A:** I know that was some of his
[20] complaints, that I cannot make anything good
[21] enough for Vladimir. So I tell him why don't you
[22] try submit not one or two renderings, three or
[23] four, there is nothing wrong with that. I mean,
[24] I have experience from this, no one — no one

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[1] would submit one or two renderings for every
[2] room. You want to look at a couple of options
[3] and it's not a big deal, and then decide which
[4] one you like. I like this one, but I would like
[5] to change this and that. We are done. That's
[6] it.

[7] **Q:** Did Mr. Corelli have any other
[8] complaints about how the project was going?

[9] **A:** He always has some excuses. What I
[10] do remember is that he would promise something
[11] for next week and next week never happened. What
[12] happened? It will be ready next week and the
[13] following week.

[14] **Q:** Understood.

[15] Did he have any other complaints or
[16] concerns about how the project was going that he
[17] expressed to you?

[18] **A:** I'm the one who should have
[19] complaints, not him.

[20] **Q:** So sitting here today, you can't
[21] recall any other complaints that Mr. Corelli had?

[22] **A:** No.

[23] **Q:** Turning your attention to invoice
[24] number 3 did you have — withdrawn — did

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[1] **G. Braverman**

[2] Medallion have any objections to this invoice?

[3] **A:** Yes. And they are based on the
[4] previous invoice. Why would someone do 71
[5] percent of design development if the renderings
[6] are not signed off?

[7] **Q:** So the same objection —

[8] **A:** You — you ultimate tool — your
[9] client's ultimate tool is client signoff,
[10] approval, so to speak. Once it's done then you
[11] go into production.

[12] **Q:** Other than that objection, did you
[13] have any other objections to invoice number 3?

[14] **A:** Same — same thing as additional
[15] services, which I never understood and
[16] reimbursable expenses are fine.

[17] **Q:** And did you communicate those
[18] objections to anyone at Triarch?

[19] **A:** Yes.

[20] **Q:** Who was that?

[21] **A:** Steve. I always spoken with Steven,
[22] specifically in regards to bill.

[23] **Q:** And would that have been shortly
[24] after January 9, 2009?

[25] **A:** Yes.

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[1] **G. Braverman**

[2] **Q:** Do you recall that e-mail we looked
[3] at earlier where around January 14, 2009 you told
[4] Mr. Corelli you have not received approval on
[5] payment yet? You're saying that somewhere
[6] between January 9, 2009 and January 14, 2009 you
[7] objected to this invoice and then you sent him
[8] that e-mail that said he's not approved payment
[9] quite yet?

[10] **MR. ISRAEL:** Objection.

[11] **A:** Well, I'm not really sure about this
[12] point, but — no, I will — I simply — I don't
[13] remember.

[14] **Q:** So you don't remember one way or the
[15] other whether you objected to this invoice?

[16] **A:** I'm under the impression that I was
[17] referring to second payment that was made to him,
[18] I don't remember the date. So once again was
[19] initial payment and then it was another payment,
[20] but I don't remember the date.

[21] **Q:** So after all of that, I just want to
[22] make sure we're clear on what your testimony is.
[23] Did you object after receiving invoice number 3
[24] to Mr. Corelli?

[25] **A:** Yes.

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G. Braverman

[1] **Q:** That would have been orally, over
[2] the phone, in the days after January 9th?

[4] **A:** It was always over the phone.

[5] **Q:** And turning your attention to
[6] invoice 4, this was sent on February 5, 2009. Am
[7] I correct this was sent —

[8] **MR. MANDEL:** Withdrawn.

[9] **Q:** Am I correct that you received
[10] invoice number 4 after Medallion had terminated
[11] Triarch?

[12] **MR. ISRAEL:** Objection.

[13] If you know, you know. Don't guess.

[14] **A:** I don't remember.

[15] **Q:** Did you object to this invoice after
[16] it was received?

[17] **A:** I don't think so.

[18] **Q:** Sitting here today, other than the
[19] objections you've described with respect to the
[20] other invoices, that things were done in the
[21] wrong order and schematic design was not complete
[22] and you didn't understand the additional
[23] services, other than those objections —

[24] **MR. MANDEL:** Withdrawn. Let me
[25] rephrase that.

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G. Braverman

[1] **Q:** Am I correct that you had those same
[2] objections that you described earlier for the
[3] earlier invoice for this invoice as well?

[5] **MR. ISRAEL:** Objection.

[6] You can answer.

[7] **A:** I don't think I had communicated
[8] with him after February.

[9] **Q:** I'm not asking whether you
[10] communicated with him. I'm asking, sitting here
[11] today, taking a look at this invoice, do you have
[12] any objections to it, and I'm assuming maybe I'm
[13] mistaken, maybe you have the same objection for
[14] invoice 4 as you had for the previously three
[15] invoices; is that correct?

[16] **A:** Correct.

[17] **Q:** Other than those invoices — excuse
[18] me, other than those objections, do you have any
[19] other objections to invoice number 4?

[20] **A:** No.

[21] **Q:** Turn your attention to invoice
[22] number 1 again. Tell me if you need a moment to
[23] look at invoice 4.

[24] Turning your attention to invoice
[25] number 1, it says "Project address Voronchenko

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G. Braverman

[1] residence." Was it your understanding when you
[2] received invoice number 1 that that apartment
[3] that is at issue in this case was going to be the
[4] Voronchenko residence?

[5] **MR. ISRAEL:** Objection.
[6] You can answer.

[7] **A:** No, it — I don't know why he calls
[8] it Voronchenko residence — well, because
[9] probably he was dealing with Voronchenko.

[10] **Q:** Did Triarch believe that
[11] Mr. Voronchenko was going to move into that
[12] apartment?

[13] **MR. ISRAEL:** When? At this time?

[14] **MR. MANDEL:** Yes.

[15] **Q:** At the time of the September
[16] invoice, number 1.

[17] **A:** No, he had an apartment on Madison
[18] Avenue.

[19] **Q:** At some point in time did you learn
[20] that Mr. Voronchenko was going to move into the
[21] apartment?

[22] **A:** No.

[23] **Q:** Are you aware of whether
[24] Mr. Voronchenko lives in the apartment today?
[25]

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G. Braverman

[1] **A:** Yes.

[2] **Q:** Does he live in the apartment today?

[3] **A:** Yes.

[4] **Q:** And when did you become aware that
[5] he had moved into or was going to move into that
[6] apartment?

[7] **A:** About a year ago.

[8] **Q:** So prior to a year ago, you had no
[9] idea that Mr. Voronchenko was going to move into
[10] the apartment; is that correct?

[11] **A:** No.

[12] **Q:** And did Triarch ever say anything to
[13] you that indicated that it believed
[14] Mr. Voronchenko was going to move into the
[15] apartment?

[16] **A:** No.

[17] **Q:** But you didn't object when they
[18] listed the project address as Voronchenko
[19] residence, correct?

[20] **MR. ISRAEL:** Objection.

[21] **A:** Never paid attention.

[22] **MR. ISRAEL:** Do you have a question?

[23] **MR. MANDEL:** Do you need another
[24] moment?
[25]

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G. Braverman

[1] **MR. ISRAEL:** If there are no
[2] questions, great.

[3] **Q:** But if you have — if you're ready
[4] for the next document?

[5] **A:** Yes, I am. I was just wondering how
[6] is that 21 plus 30,000 is 40,000. It is very
[7] creative way of giving customer credit.

[8] **Q:** You are correct. I believe we have
[9] indicated in discovery responses that that is a
[10] math error, and we have corrected that to correct
[11] the actual number, which if memory serves, is
[12] somewhere between 50 and 51,000.

[13] **A:** So he is doing manual invoice in
[14] 2009?

[15] **Q:** I don't know how the invoices were
[16] created.

[17] **A:** Okay.

[18] **Q:** Here is what has been marked as
[19] Defendant's Exhibit 30. Have you ever seen this
[20] document before?

[21] **A:** No.

[22] **Q:** Defendant's Exhibit 30 is entitled
[23] "Meeting Notes". You can take your time to
[24] glance through this exhibit, if you would like.
[25]

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G. Braverman

[1] Do you know whether the dates listed
[2] on the first page of this document are dates on
[3] which Triarch met with you and/or
[4] Mr. Voronchenko?

[5] **A:** Probably, yes.

[6] **Q:** Other than the dates listed on this
[7] document, were there any other dates on which you
[8] or Mr. Voronchenko met with Triarch?

[9] **A:** I'm not sure. I have to go back,
[10] but it looks just about right.

[11] **Q:** Did you take any notes in your
[12] meeting with Triarch?

[13] **A:** I never do.

[14] **Q:** Did Triarch take notes at those
[15] meetings?

[16] **MR. ISRAEL:** Objection.

[17] **A:** I don't know.

[18] **Q:** Did Mr. Voronchenko take notes at
[19] those meetings?

[20] **A:** Probably. But I'm — again, I don't
[21] remember.

[22] **Q:** And does Medallion have any
[23] document —

[24] **MR. MANDEL:** Withdrawn.
[25]

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[1] **G. Braverman**
[2] **Q:** Does Medallion have any policies
[3] concerning how it maintains its documents?
[4] **A:** No.
[5] **Q:** After this lawsuit was filed, did
[6] Medallion hold on to all of the documents related
[7] to this case?
[8] **MR. ISRAEL:** Objection.
[9] **A:** When you say "all of the documents,"
[10] whatever — whatever documents I had in my
[11] possession, I transferred to —
[12] **MR. ISRAEL:** Me.
[13] **Q:** When did you do that?
[14] **A:** More than a year ago, right?
[15] **Q:** And did anyone ever advise you to
[16] not destroy any documents related to this case?
[17] **A:** No.
[18] **Q:** Did you ever search through all your
[19] e-mails to see all of your e-mails related to
[20] this case?
[21] **A:** I did.
[22] **Q:** Did you find any e-mails?
[23] **A:** Yes, they were all —
[24] **MR. ISRAEL:** Yes, he did, he turned
[25] them over to me and I produced them to you.

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[1] **G. Braverman**
[2] **Q:** About how many e-mails did you turn
[3] over to Mr. Israel?
[4] **A:** A dozen, ten, maybe ten.
[5] **Q:** Is it your practice to retain
[6] e-mails?
[7] **A:** Not every — not everything. I
[8] would — I would delete something that is totally
[9] irrelevant or not important, in my opinion, but I
[10] would keep the important ones, yes.
[11] **Q:** And would you put them in a folder
[12] that related to this project?
[13] **A:** Yes.
[14] **Q:** And did you turn over that whole
[15] folder?
[16] **A:** Yes, yeah. I actually printed it
[17] out and then I sent it to — I printed out
[18] whatever.
[19] **MR. MANDEL:** I don't believe we
[20] received those from you.
[21] **MR. ISRAEL:** You definitely, you
[22] definitely have received them.
[23] **THE WITNESS:** I saw them all.
[24] **MR. ISRAEL:** I took out his files.
[25] **MR. MANDEL:** Those were from our

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[1] **G. Braverman**
[2] files, for the most part. I don't believe
[3] we have five e-mails from Medallion from
[4] before the 2009 —
[5] **MR. ISRAEL:** Then you miscounted
[6] because I turned over to you everything
[7] that we have. I'll take another look but
[8] if he gave them to me, I turned them over.
[9] **Q:** Do you keep some e-mails in your
[10] inbox outside of a folder or do you put
[11] everything into folders?
[12] **A:** I have broken down by subject, by
[13] folder, yes.
[14] **Q:** So you didn't have any — so some
[15] e-mails you delete, and those e-mails you don't
[16] delete —
[17] **A:** — in the box.
[18] **Q:** — a hundred percent —
[19] **A:** No, no, no. Even before I store in
[20] the separate folder, I'll delete them if I feel
[21] that they're totally irrelevant and not worth
[22] saving.
[23] **Q:** So, today, how many e-mails are in
[24] your in box?
[25] **A:** Maximum, dozen.

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[1] **G. Braverman**
[2] **Q:** Other than you turning over
[3] documents —
[4] **MR. MANDEL:** Withdrawn.
[5] **Q:** How many e-mail addresses do you
[6] have?
[7] **A:** Altogether?
[8] **Q:** Yes.
[9] **A:** Over 500.
[10] **Q:** 500 e-mail addresses. And how many
[11] of those e-mail addresses did you use in
[12] connection with this project?
[13] **A:** Four or five.
[14] **Q:** And are your practices with respect
[15] to keeping and organizing e-mails the same with
[16] respect to those four or five e-mail accounts?
[17] **A:** Yes.
[18] **Q:** Do all of your e-mail addresses get
[19] forwarded to a single e-mail account?
[20] **A:** I'm sorry, can you repeat the
[21] question?
[22] **Q:** Sure.
[23] Do those four or five e-mail
[24] addresses that you used in connection with this
[25] case, do they all get forwarded to one e-mail

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G. Braverman

[1] account, or do you access them through different
[2] accounts?

[3] **A:** No, only through one account.

[4] **Q:** And other than you providing e-mail
[5] to Mr. Israel, did Medallion make any other
[6] efforts to collect e-mails related to this
[7] project?

[8] **MR. ISRAEL:** It did, but he probably
[9] doesn't know about it because he's not
[10] working for Medallion now. But I'll
[11] represent to you, on the record, that other
[12] people were involved, at least three other
[13] people marshaled documents including any
[14] e-mails that were available and they were
[15] produced to you.

[16] **MR. MANDEL:** Which three other
[17] people?

[18] **MR. ISRAEL:** I'm not going to answer
[19] your questions today, I'll say off the
[20] record, I'll even give you an e-mail
[21] telling you who the people are, but I'm not
[22] going to answer questions on this — on the
[23] record of this deposition.

[24] **MR. MANDEL:** That is fine. I would
[25]

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G. Braverman

[1] appreciate an e-mail.

[2] **Q:** Other than your providing e-mails to
[3] Mr. Israel, and am I correct that you don't have
[4] any understanding as to what efforts Medallion
[5] took to collect and produce documents in this
[6] case?

[7] **A:** No idea. It happened recently, I
[8] believe.

[9] **Q:** When did Medallion first seek
[10] approval from the building to do the project?

[11] **A:** I'd say May or June of 2008.

[12] **Q:** And when did it first obtain
[13] approval?

[14] **A:** In August.

[15] **Q:** And after it obtained approval —

[16] **MR. MANDEL:** Withdrawn.

[17] **Q:** Am I correct you're referring to
[18] August of 2008?

[19] **A:** Yes.

[20] **Q:** And after obtaining approval in
[21] August of 2008, did it have to go back to get any
[22] additional approvals from the building?

[23] **A:** I don't think so, no.

[24] **Q:** Would you know if they had to after
[25]

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G. Braverman

[1] you stopped being involved?

[2] **MR. ISRAEL:** Objection.

[3] **A:** I wouldn't.

[4] **Q:** And when did Medallion first seek
[5] approval from the department of buildings to do
[6] the project?

[7] **A:** Immediately after getting an
[8] approval from the building.

[9] **Q:** And when did it first receive
[10] approval from the department of buildings?

[11] **A:** Within few days after it was filed.

[12] **Q:** And did Medallion make any
[13] additional department of buildings filings after
[14] that initial filing?

[15] **A:** I don't know.

[16] **Q:** With respect to the —

[17] **MR. MANDEL:** Withdrawn.

[18] **Q:** Earlier you testified about a
[19] company that had done work on another similar
[20] apartment in the same building.

[21] **A:** Mm-hmm.

[22] **Q:** Do you know if the name of that
[23] apartment — do you know if the name of that
[24] professional was Jendretzki?
[25]

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G. Braverman

[1] **A:** Yes.

[2] **Q:** And is that J-E-N-D-R-E-T-Z-K-I?

[3] **A:** That's right.

[4] **Q:** Other than Mr. Hayden and
[5] Mr. Calderin and Triarch and Filip of Libracon,
[6] who else performed services in connection with
[7] the renovation and decoration of the apartment?

[8] **A:** You listed them all.

[9] **MR. McKEE:** Let's take two minutes.

[10] (Time noted: 4:55 p.m.)

[11] (A brief recess is taken.)

[12] (Time noted: 5:03 p.m.)

[13] **Q:** Other than what you testified to
[14] before —

[15] **MR. MANDEL:** Withdrawn.

[16] **Q:** Other than what you've already
[17] testified to here today, did Triarch breach its
[18] obligations under its contract with Medallion in
[19] any way?

[20] **MR. ISRAEL:** Objection, calls for a
[21] legal conclusion.

[22] **A:** I cannot judge.

[23] **Q:** Sure. I just mean you had an
[24] understanding as to what Triarch was supposed to
[25]

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[1] **G. Braverman**
[2] do under the Triarch-Medallion contract, right?
[3] **A:** Right, right.
[4] **Q:** And you testified today about a
[5] whole bunch of ways in which they didn't perform
[6] their obligation under that agreement?
[7] **A:** Okay.
[8] **Q:** Other than what you testified to
[9] here today, are there any other ways that Triarch
[10] failed to live up to their obligations that you
[11] haven't testified to?
[12] **A:** What else is there?
[13] **Q:** I just want to make sure.
[14] So just so the record is clear, just
[15] what you testified to here today, there is no
[16] other way that Triarch has failed to live up to
[17] its obligations under the agreement?
[18] **A:** No.
[19] **Q:** Did Medallion ever copy any of
[20] Triarch's drawings?
[21] **MR. ISRAEL:** Objection.
[22] **A:** No.
[23] **Q:** Did Medallion ever instruct anyone
[24] else to copy Triarch's drawings?
[25] **A:** Again, I can't speak for Medallion,

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[1] **G. Braverman**
[2] I can, but only for this time frame I was
[3] involved in, the answer is no.
[4] **Q:** So with respect to the time frame
[5] that you were involved with Medallion, Medallion
[6] did not instruct anyone to copy any of Triarch's
[7] drawings, but you don't know — correct?
[8] **MR. MANDEL:** Withdrawn. Let me
[9] start again. Withdrawn.
[10] **Q:** For the time period you were
[11] involved, Medallion did not instruct anyone else
[12] to copy Triarch's drawing, correct?
[13] **A:** Correct.
[14] **Q:** And for the period of time you were
[15] not involved, you don't know whether Medallion
[16] instructed anyone to copy Triarch's drawings?
[17] **A:** I don't.
[18] **Q:** Are you aware of whether work on the
[19] apartment —
[20] **MR. MANDEL:** Withdrawn.
[21] **Q:** Are you aware of whether work on the
[22] renovation project ceased at any point in time?
[23] **A:** No, I'm not.
[24] **Q:** Do you know who did the construction
[25] on the apartment?

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[1] **G. Braverman**
[2] **A:** No.
[3] **Q:** Do you know who did the expediting
[4] for approval at the department of buildings?
[5] **A:** I don't know what expediting is.
[6] **Q:** Do you know whether any engineers
[7] did any work in the apartment?
[8] **A:** I don't.
[9] **Q:** Does Medallion have any disputes
[10] with anyone else who provided goods or services
[11] in connection with this project?
[12] **MR. ISRAEL:** Don't speculate.
[13] **A:** No.
[14] **Q:** Does Medallion —
[15] **MR. MANDEL:** Withdrawn.
[16] **Q:** Has Medallion failed to pay any
[17] amounts that it was invoiced for in connection
[18] with the project, other than the Triarch
[19] invoices?
[20] **A:** No.
[21] **Q:** And do you know if that is true with
[22] respect to invoices received after you stopped
[23] working for Medallion?
[24] **A:** No.
[25] **Q:** Okay, I'm going to be asking some

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[1] **G. Braverman**
[2] general questions.
[3] As many times as you've made it
[4] clear here today that there are periods of time
[5] you know and periods of time you don't know, it
[6] is very important that your answers are clear
[7] with respect to whether you know or don't know
[8] for various periods of time.
[9] Triarch provided Medallion with
[10] certain renderings, correct?
[11] **A:** Yes.
[12] **Q:** And Triarch provided Medallion with
[13] certain drawings, correct?
[14] **A:** I never saw any drawings.
[15] **Q:** You never saw any drawings?
[16] **A:** No.
[17] **Q:** Okay, I'm handing you what has
[18] previously been marked as Defendant's Exhibit 7.
[19] Have you ever seen this document before?
[20] **A:** No.
[21] **Q:** Do you know if this document was
[22] ever provided to Medallion?
[23] **A:** They were not.
[24] **Q:** You're certain about that?
[25] **A:** I never saw it.

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[1] **G. Braverman**
[2] **Q:** Do you know if these documents were
[3] ever provided to anyone that was working for
[4] Medallion?
[5] **A:** You want to know my opinion?
[6] **Q:** I want to know — I don't think
[7] these are really opinion questions. I think
[8] either you know whether they were turned over or
[9] you don't know.
[10] **A:** I don't know.
[11] **Q:** Let's start with your opinion. Do
[12] you have an opinion as to whether these documents
[13] were ever provided to anyone at Medallion?
[14] **A:** I think they were done after
[15] termination.
[16] **Q:** And why do you think that?
[17] **A:** Otherwise I would have seen them.
[18] **Q:** Do you see that these documents are
[19] dated December 23, 2008? You see that it says
[20] December 23, 2008 on there?
[21] **A:** I do, I do.
[22] **Q:** Do you have any understanding as to
[23] whether they were actually created on or about
[24] December 23, 2008?
[25] **MR. ISRAEL:** Other than what he just

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[1] **G. Braverman**
[2] said, right, because he has an
[3] understanding of that.
[4] **MR. MANDEL:** I don't want to modify
[5] the question in any way.
[6] **MR. McKEE:** You should read it back,
[7] then.
[8] **MR. MANDEL:** Yes. Why don't you
[9] read it back.
[10] **A:** Why would you do the drawings if
[11] none of your designs ever were approved?
[12] (The record is read.)
[13] **A:** Anyhow, I never saw it.
[14] **Q:** And do you have any understanding as
[15] to when they were created?
[16] **A:** Do I have any understanding?
[17] **Q:** Yes.
[18] **MR. McKEE:** Do you know when —
[19] **A:** Are you referring to my book or —
[20] **Q:** I'm referring to —
[21] **A:** — my ability to read this date?
[22] **Q:** I understand. I understand that you
[23] can read the date, and I didn't mean to insult
[24] you in any way.
[25] All I'm asking is, you know —

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[1] **G. Braverman**
[2] forgetting what this says on the lower right-hand
[3] corner, do you have any understanding as to when
[4] these documents were created? By "these
[5] documents" I'm referring to Defendant's Exhibit
[6] 7.
[7] **MR. ISRAEL:** Can I take a shot?
[8] He wants to know if you have an
[9] understanding as to when these documents
[10] that you never saw before were created by
[11] somebody else outside of your presence; do
[12] you have an understanding of when that
[13] happened?
[14] **A:** No.
[15] **Q:** Okay. Did anyone incorporate any
[16] aspects —
[17] **MR. MANDEL:** Withdrawn.
[18] **Q:** Did any of the various professionals
[19] working for Medallion incorporate any aspects of
[20] Triarch's renderings in their designs or
[21] drawings?
[22] **MR. ISRAEL:** Objection.
[23] **A:** I wouldn't know.
[24] **Q:** Was anyone —
[25] **MR. MANDEL:** Withdrawn.

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[1] **G. Braverman**
[2] **Q:** Were any of the professionals who
[3] were working for Medallion, did they incorporate
[4] any aspects of Triarch's drawings in any of the
[5] professional designs or drawings?
[6] **MR. ISRAEL:** Objection.
[7] **A:** I wouldn't know.
[8] **Q:** And were any aspects of Triarch's
[9] designs incorporated into the apartment as it was
[10] built?
[11] **A:** I don't know.
[12] **Q:** Did Garth Hayden copy any of
[13] Triarch's drawings?
[14] **MR. McKEE:** Objection.
[15] **MR. ISRAEL:** Objection. Calls for
[16] speculation.
[17] **A:** No.
[18] **Q:** And how do you know that?
[19] **A:** Let me get something straight. How
[20] would Garth copy something that was already
[21] approved, that was created by him and approved?
[22] Copy what?
[23] **Q:** So —
[24] **A:** Triarch was not hired as an
[25] architect, but as a designer. All of these

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G. Braverman

- [1] drawings done by Garth, and approved by Garth.
[2] **Q:** So you're referring to Defendant's
[3] Exhibit 7. You're saying Defendant's Exhibit 7
[4] was done by Mr. Hayden?
[5] **MR. ISRAEL:** Objection. First of
[6] all, you're just going through what he's
[7] never saw before and he's pointing to the
[8] top of the document. So it's clear, he's
[9] not referring to this document in any
[10] detail because we're all in the room and we
[11] can all observe that.
[12] **Q:** I definitely don't want to put any
[13] words in your mouth. I'm just trying to
[14] understand what it is you just said.
[15] Is it your testimony that all of
[16] Triarch designs were, in fact, copied from
[17] Mr. Hayden?
[18] **MR. ISRAEL:** Objection.
[19] **MR. McKEE:** Objection.
[20] **A:** No, it is not what I said.
[21] **Q:** So —
[22] **A:** What I said is that why would
[23] Mr. Hayden steal anything from these people if
[24] he's the one who initially created the floor plan
[25]

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G. Braverman

- [1] and had it approved.
[2] **Q:** Did Triarch present any original
[3] designs to Medallion at any point in time?
[4] **A:** Original designs, meaning
[5] renderings?
[6] **Q:** Yes, whether the designs were
[7] represented as renderings or drawings, I'm trying
[8] not to get bogged down on that issue. A design
[9] you can write it down on paper one way or a
[10] different way, you can memorialize it on paper a
[11] number of different ways. My question is: Did
[12] Triarch, while it was working for Medallion,
[13] create any original designs whatsoever?
[14] **A:** No.
[15] **Q:** Were all of its designs copies —
[16] **MR. MANDEL:** Withdrawn.
[17] **Q:** Were all of its designs copied from
[18] somewhere else?
[19] **MR. ISRAEL:** Objection. He said he
[20] didn't create designs. What are you
[21] talking about?
[22] Go ahead. Sorry.
[23] **Q:** Did Triarch copy all of its designs
[24] from someone else?
[25]

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G. Braverman

- [1] **MR. ISRAEL:** Objection.
[2] **MR. McKEE:** Objection.
[3] **A:** Well, they used someone else's
[4] ideas, yes.
[5] **Q:** Whose ideas were those?
[6] **MR. ISRAEL:** Objection.
[7] **A:** Initially, they were presented with
[8] some ideas that got created in Moscow by Filip.
[9] **MR. MANDEL:** Can we go off the
[10] record for a second.
[11] (Discussion held off the record.)
[12] **Q:** I'm showing you what has been marked
[13] as Plaintiff's Exhibit Number 10. Do you
[14] recognize that document?
[15] **A:** No. May I look?
[16] **Q:** Yes. Please flip through it.
[17] **A:** Yes, I remember seeing it. Yes.
[18] **Q:** And when you said that — and I
[19] don't remember your exact words, but a moment ago
[20] you referred to drawings that were provided by
[21] Filip. Were these — excuse me, you may have
[22] been referring to renderings and not drawings?
[23] **A:** Renderings.
[24] **Q:** Are these the renderings that you're
[25]

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G. Braverman

- [1] referring to?
[2] **A:** Yes.
[3] **Q:** Were these provided to Triarch?
[4] **A:** Yes.
[5] **Q:** At what time were they provided to
[6] Triarch?
[7] **A:** Definitely before they started to
[8] work, definitely before they got involved.
[9] **Q:** Right now you're referring to the
[10] third page of Plaintiff's Exhibit 10. Is that a
[11] rendering of the foyer?
[12] **A:** Yes.
[13] **Q:** Is it your testimony that
[14] plaintiff's —
[15] **MR. MANDEL:** Withdrawn.
[16] **Q:** Is it your testimony that Triarch's
[17] rendering of the foyer copied page 3 of Exhibit
[18] 10 here?
[19] **A:** No. What I said, they were based on
[20] this one, and this was given to them as their —
[21] something that we don't want.
[22] **Q:** Sorry. This was based on what?
[23] **A:** This was given to them as an example
[24] of what we don't want.
[25]

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[1] **G. Braverman**
[2] **Q:** When you say —
[3] **MR. McKEE:** What do you want, the
[4] presentation book?
[5] **MR. MANDEL:** Yes.
[6] **Q:** When you say this was given to them,
[7] this was given to Triarch, are you referring to
[8] all of Plaintiff's Exhibit 10 or just certain
[9] pages of Plaintiff's Exhibit 10?
[10] **A:** All of it.
[11] **Q:** In addition to showing you
[12] Plaintiff's Exhibit 10 I'm showing you
[13] Plaintiff's Exhibit 4. And both of these
[14] exhibits show renderings of the foyer?
[15] **A:** Mm-hmm.
[16] **Q:** Is it your testimony that Triarch's
[17] renderings of the foyer in Defendant's Exhibit 4
[18] are based on the renderings of the foyer in
[19] Defendant's Exhibit 10?
[20] **A:** Conceptually, yes, and this is an
[21] opinion.
[22] **Q:** And can you describe to me how
[23] conceptually Triarch's rendering is based on
[24] Filip's rendering?
[25] **A:** All the same colors and the

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[1] **G. Braverman**
[2] combination of colors, the same concept of using
[3] wood and — and — and suede. I would say that
[4] it is more refined than this one, but
[5] conceptually, conceptually, it's wood and
[6] using — it's the same materials of a different
[7] color, a different combination, but conceptually
[8] it is not entirely — this was giving them as an
[9] example of bad taste. This is what we don't want
[10] to see even close.
[11] **Q:** What I'm saying is — I'm not saying
[12] it's the same, of course, this is much more
[13] refined. But conceptually it's the same
[14] approach. The wood, the suede, even the colors.
[15] Yes, you have different shades but the colors are
[16] also the same. This is what I'm referring to.
[17] **Q:** Is it your understanding that
[18] Filip's rendering these panels here on the very
[19] edge, that those are suede panels?
[20] **A:** Yes.
[21] **Q:** Can you tell that from the rendering
[22] or have you worked on the project or both?
[23] **A:** As far as I remember, yes. I don't
[24] see it, I don't see it in more than five years.
[25] **Q:** I understand.

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[1] **G. Braverman**
[2] Did Mr. Voronchenko request that
[3] palisander wood be used —
[4] **A:** Yes.
[5] **Q:** — in your response —
[6] **A:** Yes, yes, yes.
[7] **Q:** Is it possible that the use of wood
[8] in both sets of renderings is because
[9] Mr. Voronchenko asked for it?
[10] **A:** Are you referring to similarity?
[11] **Q:** You pointed to — one of the
[12] similarities you pointed to is that you both used
[13] similar wood, I believe, and I'm just asking
[14] whether that necessarily means that Triarch's use
[15] of wood was based on Filip's use of wood; or is
[16] it that Mr. Voronchenko asked for wood?
[17] **A:** No, using wood is very natural. But
[18] in combination, in combination of other
[19] materials, it looks like very similar to me, it's
[20] combination of wood and suede.
[21] **Q:** Am I correct that Filip only did
[22] renderings of the foyer and the living room?
[23] **A:** Yes.
[24] **Q:** And just comparing Triarch's
[25] renderings from the living room in Defendant's

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[1] **G. Braverman**
[2] Exhibit 4 with Filip's rendering of the living
[3] room in Plaintiff's Exhibit 10, is it also your
[4] testimony that Triarch's renderings of this room
[5] were based on Filip's renderings of this room?
[6] **A:** Again, conceptually, yes.
[7] **Q:** Did Triarch supply any original
[8] thinking in preparing its renderings?
[9] **MR. ISRAEL:** Objection.
[10] **A:** Can you repeat the question?
[11] **Q:** Sure. Do Triarch's renderings
[12] include any originality whatsoever?
[13] **MR. ISRAEL:** Objection.
[14] **A:** Compared to this, or overall?
[15] **Q:** Overall. Just did —
[16] **A:** It's a question of taste, you either
[17] like it or not.
[18] **Q:** That would be whether it's good or
[19] not, I think. I'm asking whether Triarch used
[20] any creativity or any original thought whatsoever
[21] in preparing its renderings?
[22] **A:** You want to know my opinion?
[23] **Q:** Yes.
[24] **A:** They — they got this ideas and they
[25] took — they took it to the next level, in my

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[1] **G. Braverman**
[2] opinion.
[3] **Q:** And by taking it to the next level,
[4] did they use any creativity or originality?
[5] **A:** Some.
[6] **Q:** Is that true with all of the rooms,
[7] or just the living room?
[8] **A:** Well, there is only living room and
[9] hall — hallway in this renderings.
[10] **Q:** In Filip's renderings?
[11] **A:** Yes.
[12] **Q:** And did Triarch use any originality
[13] in the renderings of the foyer?
[14] **MR. ISRAEL:** Objection.
[15] **A:** Some.
[16] **Q:** The other renderings and the
[17] other —
[18] **MR. MANDEL:** Withdrawn.
[19] **Q:** Am I correct that Filip didn't do
[20] any renderings of the library, correct?
[21] **A:** I believe he did not, no.
[22] **Q:** So Triarch could not have based its
[23] rendering of the library on Filip's renderings of
[24] the library, correct?
[25] **A:** Correct.

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[1] **G. Braverman**
[2] **Q:** And the same is true of the bedroom,
[3] the master bedroom?
[4] **MR. ISRAEL:** Objection.
[5] **A:** Excuse me, I take it back, this is
[6] the library.
[7] **Q:** So you're pointing to a page —
[8] **A:** But it is different, it's different,
[9] yes.
[10] **Q:** So —
[11] **MR. McKEE:** Let's identify the
[12] exhibit.
[13] **MR. MANDEL:** Yes. So the record is
[14] clear, Mr. Braverman is referring to
[15] Plaintiff's Exhibit 10, to a page that is
[16] the second to last page in that exhibit,
[17] which is a rendering of the living room.
[18] And there is a large opening or doorway in
[19] the living room that looks into the
[20] library.
[21] **Q:** Is that correct?
[22] **A:** Correct.
[23] **Q:** And that rendering displays portions
[24] of the library?
[25] **A:** Yes.

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[1] **G. Braverman**
[2] **Q:** Was Triarch's rendering of the
[3] library based in any way on Filip's rendering of
[4] the library?
[5] **A:** No.
[6] **Q:** Did Triarch base its designs on
[7] anything other than Filip's renderings?
[8] **MR. ISRAEL:** Objection. Calls for
[9] speculation.
[10] **A:** Once again, I didn't pay much
[11] attention to this since it was Vladimir's
[12] department.
[13] **Q:** So you don't know one way or the
[14] other?
[15] **A:** I don't.
[16] **Q:** Do you have any knowledge as to
[17] whether Mr. Calderin copied any of Triarch's
[18] designs?
[19] **A:** I don't.
[20] **Q:** Do you have any knowledge as to
[21] whether Filip copied any of Triarch's designs?
[22] **A:** I don't.
[23] **Q:** Do you have any knowledge of whether
[24] Libracon copied any of Triarch's designs?
[25] **A:** Filip is Libracon.

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[1] **G. Braverman**
[2] **Q:** So it's the same answer? Is that a
[3] yes?
[4] **A:** Yes. Yes.
[5] **Q:** Did Medallion ever show any of the
[6] designs Triarch provided to anyone other than
[7] Medallion?
[8] **MR. ISRAEL:** Objection.
[9] **A:** I don't know.
[10] **Q:** Am I correct that Mr. Voronchenko
[11] closely supervised the design aspects of the
[12] project?
[13] **A:** Yes.
[14] **Q:** Would it have been possible for
[15] Mr. Calderin to copy any of Triarch's designs
[16] without Mr. Voronchenko instructing him to do so?
[17] **MR. McKEE:** Objection.
[18] **MR. ISRAEL:** Objection, calls for
[19] speculation.
[20] **A:** I don't know.
[21] **Q:** Would it have been possible for
[22] Mr. Hayden to copy any of Triarch's drawings
[23] without Mr. Voronchenko instructing him to do so?
[24] **MR. McKEE:** Objection.
[25] **MR. ISRAEL:** Objection, calls for

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[1] **G. Braverman**
[2] speculation.
[3] **A:** I don't know.
[4] **MR. MANDEL:** Let's take a
[5] five-minute break.
[6] (Time noted: 5:29 p.m.)
[7] (A brief recess is taken.)
[8] (Time noted: 5:31 p.m.)
[9] (Plaintiff's Exhibit 71, two-page
[10] document dated Wednesday November 5, 2008,
[11] marked for identification.)
[12] **Q:** Mr. Voronchenko (sic), do you
[13] recognize Plaintiff's Exhibit 71?
[14] **A:** I don't have 71.
[15] **Q:** I'm handing you what has been marked
[16] as Plaintiff's Exhibit 71 — actually, for the
[17] record, that is an e-mail chain, the top e-mail
[18] of which is from Mr. Corelli to you dated
[19] November 5, 2008.
[20] Do you recognize this document?
[21] **MR. McKEE:** Excuse me.
[22] **A:** Yes.
[23] **Q:** Am I correct that this is an e-mail
[24] chain concerning an invoice that you received in
[25] November 2008?

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[1] **G. Braverman**
[2] **A:** Yes. What is the question?
[3] **Q:** Am I correct — I'm also handing you
[4] what has been previously marked, that you
[5] reviewed, as Plaintiff's Exhibit 44.
[6] **A:** Mm-hmm.
[7] **Q:** Am I correct that this e-mail chain
[8] relates to Triarch invoice number 1 on
[9] Plaintiff's Exhibit 44?
[10] **A:** No.
[11] **Q:** Which —
[12] **A:** Well, yes, yes, yes.
[13] **Q:** And in the e-mail chain that is
[14] contained on Plaintiff's Exhibit 71, you have an
[15] objection to invoice number 1 and Mr. Corelli
[16] responds to your objection with an explanation.
[17] Did Mr. Corelli's explanation
[18] resolve your concern with respect to invoice
[19] number 1?
[20] **A:** No, it did not.
[21] **Q:** No, the explanation did not resolve
[22] the concern?
[23] **A:** No.
[24] **Q:** Why not?
[25] **A:** Because, as I explained to him at

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[1] **G. Braverman**
[2] the meeting on the same day or the following day,
[3] that he has no business to work on anything else
[4] but phase I.
[5] **Q:** And did you explain that to
[6] Mr. Corelli?
[7] **A:** I'm sure I did.
[8] **Q:** Now, the e-mail on Plaintiff's
[9] Exhibit 71 also complains about the invoice being
[10] calculated on a budget of approximately \$2.1
[11] million; am I correct about that?
[12] **A:** No. What I'm referring to, that
[13] based on the number that he billed, he's
[14] referring to the budget of 2.5 million — 2.1.
[15] **Q:** Right. But am I correct that he
[16] wasn't — that Triarch wasn't calculating invoice
[17] 1 on the basis of an approximately \$2.1 million
[18] budget, he was using an \$800,000 budget; is that
[19] correct?
[20] **A:** Yes.
[21] **Q:** But even with —
[22] **MR. MANDEL:** Withdrawn.
[23] **Q:** Am I correct that Mr. Corelli's
[24] e-mail resolves your concern about the budget
[25] upon which Triarch was basing its calculation?

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[1] **G. Braverman**
[2] **MR. ISRAEL:** Objection.
[3] **Q:** Is that a yes?
[4] **A:** That he clarified the budget?
[5] **Q:** Yes.
[6] **A:** Yes.
[7] **Q:** You still had other objections to
[8] the invoice that he did not clarify, correct?
[9] **A:** Yes, yes.
[10] **Q:** Am I correct that you never saw any
[11] of Mr. Calderin's design for the apartment?
[12] **A:** No.
[13] **Q:** And you never saw any of his
[14] drawings?
[15] **A:** No.
[16] **Q:** And you never saw any of his
[17] renderings?
[18] **A:** No.
[19] **Q:** I am handing you what has been
[20] marked as Plaintiff's Exhibit 54. Do you
[21] recognize this document?
[22] **A:** No.
[23] **Q:** Have you ever seen this document
[24] before?
[25] **A:** I don't think so.

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G. Braverman

- [1] **Q:** This document is dated February 14,
[2] 2009, correct?
[3] **A:** Yes.
[4] **Q:** Do you know if this document is a
[5] set of drawings that was prepared by Libracon?
[6] **MR. ISRAEL:** Don't guess; if you
[7] know, you know.
[8] **A:** I do not.
[9] **Q:** Do you know if anyone instructed
[10] Libracon —
[11] **MR. MANDEL:** Withdrawn.
[12] **Q:** Am I correct that February 14, 2009
[13] is shortly after Medallion terminated Triarch?
[14] **MR. ISRAEL:** Objection.
[15] **A:** Do I know for a fact?
[16] **Q:** Setting aside the document for a
[17] second, am I correct that Medallion terminated
[18] Triarch at the end of January 2009?
[19] **A:** No, I believe the — it is dated
[20] sometime in February — oh, okay, end of January.
[21] **Q:** And am I correct that February 14,
[22] 2009 is after Triarch was terminated?
[23] **MR. ISRAEL:** Objection. You want to
[24] know whether the month of February comes
[25]

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G. Braverman

- [1] after the month of January; is that your
[2] question?
[3] **MR. MANDEL:** Yes, yes, more or less.
[4] **MR. ISRAEL:** He wants to know
[5] whether the month of February comes after
[6] the month of January; can you answer that
[7] question?
[8] **A:** Yes, I think so.
[9] **Q:** Do you know if after Triarch was
[10] terminated —
[11] **MR. MANDEL:** Withdrawn.
[12] **Q:** Do you know if after Triarch was
[13] terminated, Libracon copied any of Triarch's
[14] drawings?
[15] **MR. ISRAEL:** Objection. Calls for
[16] speculation.
[17] **A:** I don't know.
[18] **MR. ISRAEL:** Do you know?
[19] **Q:** Do you know whether Plaintiff's
[20] Exhibit 54 was copied from any of Triarch's
[21] drawings?
[22] **MR. ISRAEL:** Objection.
[23] **A:** No, I don't.
[24] **Q:** If I showed you other drawings from
[25]

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G. Braverman

- [1] **Q:** If I showed you other drawings from
[2] Garth Hayden for the period after Triarch was
[3] terminated, am I correct that you would have no
[4] way of knowing whether Mr. Hayden copied any of
[5] Triarch's drawings?
[6] **A:** I wouldn't know, I never saw them.
[7] **Q:** And you wouldn't know whether he
[8] copied them one way or the other?
[9] **A:** No.
[10] **Q:** I am showing you what has been
[11] marked as Plaintiff's Exhibit 53. Do you
[12] recognize this document?
[13] **A:** No, no.
[14] **Q:** Have you ever seen this document
[15] before?
[16] **A:** No. I don't think so, no.
[17] **Q:** Am I correct that you never saw any
[18] drawings or designs prepared by the Italian
[19] manufacturer?
[20] **A:** No, I never saw.
[21]
[22]
[23]
[24]
[25]

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G. Braverman

- [1] **Q:** I am handing you what has been
[2] marked as Plaintiff's Exhibit 22. Do you
[3] recognize this document?
[4] **A:** No. Never saw it.
[5] **Q:** Earlier you testified that you were
[6] deposed in two separate cases, have you given
[7] testimony in any other cases?
[8] **A:** No.
[9] **Q:** And other than the two cases you
[10] testified you were involved in as the plaintiff,
[11] have you ever been involved in any other
[12] litigation?
[13] **A:** No.
[14] **Q:** And other than the degree you
[15] described, from the — was it the Oil and Gas
[16] Institute In Ukraine, have you received any other
[17] higher education or postgraduate degrees?
[18] **A:** No.
[19] **Q:** And other than what you've testified
[20] to here today, have you ever had any involvement
[21] in the architecture or design business?
[22] **A:** No.
[23] **Q:** Have you had any involvement in the
[24] construction business, other than what you've
[25]

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[1] **G. Braverman**
[2] testified to here today?
[3] **A:** No.
[4] **Q:** Do you hold any professional
[5] licenses?
[6] **A:** No.
[7] **Q:** Have you ever held any professional
[8] licenses?
[9] **A:** No.
[10] **Q:** Were you ever an engineer?
[11] **A:** Yes.
[12] **Q:** Were you licensed as an engineer?
[13] **A:** Yes.
[14] **Q:** Where was that?
[15] **A:** In the Soviet Union.
[16] **Q:** Was that before you came to the
[17] United States?
[18] **A:** Yes.
[19] **Q:** Were you ever licensed in the United
[20] States?
[21] **A:** No.
[22] **Q:** Were you ever disciplined in any
[23] way?
[24] **A:** No.
[25] **Q:** Have you ever been convicted of a

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[1] **G. Braverman**
[2] crime?
[3] **A:** No.
[4] **Q:** You've never been convicted of a
[5] crime?
[6] **A:** Yes.
[7] **Q:** When was that?
[8] **A:** In 1999.
[9] DIR Q. And what was the crime?
[10] **MR. ISRAEL:** Objection.
[11] Does the crime have to do in some
[12] way with your honesty, your predilection to
[13] tell the truth?
[14] **THE WITNESS:** No.
[15] **MR. ISRAEL:** Then you don't have to
[16] answer the question.
[17] DIR Q. Were you convicted of tax fraud?
[18] **THE WITNESS:** Do I have to answer
[19] that?
[20] **MR. ISRAEL:** No, you don't have to
[21] answer the question.
[22] **MR. MANDEL:** Okay. Fraud is
[23] admissible, as you know.
[24] **MR. ISRAEL:** I just asked if
[25] he — if he in any way when he was

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[1] **G. Braverman**
[2] convicted of anything to do with his
[3] ability to tell the truth, if it bears upon
[4] his ability to tell the truth, and he
[5] answered the question that it does not.
[6] Okay.
[7] **MR. MANDEL:** No, that is not okay.
[8] **MR. ISRAEL:** Then take it to the
[9] judge.
[10] **MR. MANDEL:** Okay.
[11] DIR Q. Were you convicted of conspiring to
[12] defraud the United States?
[13] **THE WITNESS:** Do I have to answer
[14] that?
[15] **MR. ISRAEL:** No.
[16] DIR Q. Okay. Did you serve any prison time
[17] as a result of that conviction?
[18] **THE WITNESS:** Do I have to answer
[19] that?
[20] **MR. ISRAEL:** No.
[21] DIR Q. Did you plead guilty to conspiring
[22] to defraud the United States?
[23] **MR. ISRAEL:** You don't have to
[24] answer that.
[25] DIR Q. What was the nature of the

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[1] **G. Braverman**
[2] conspiracy?
[3] **MR. ISRAEL:** You don't have to
[4] answer that.
[5] DIR Q. How much money did you defraud the
[6] United States out of?
[7] **MR. ISRAEL:** You don't have to
[8] answer that.
[9] **Q:** Did you conspire with anyone else
[10] when you defrauded the United States?
[11] **MR. ISRAEL:** All right. Let's go.
[12] Are you done? I'm going to tell you, he's
[13] not going to answer those questions. Do
[14] you have any questions beyond those?
[15] **MR. MANDEL:** Let me just make my
[16] record. I have a series of more questions
[17] about this criminal conviction —
[18] **MR. ISRAEL:** Okay.
[19] **MR. MANDEL:** — which I regret, but
[20] I have to ask them.
[21] **Q:** Am I correct in understanding,
[22] Mr. Braverman, that you're going to refuse to
[23] answer any questions about the criminal
[24] conviction?
[25] **THE WITNESS:** Right.

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[1] MR. MANDEL: We will take that up
[2] with the judge.
[3] MR. ISRAEL: Okay. Good.
[4] MR. McKEE: Are you done?
[5] MR. MANDEL: Yes. I have no further
[6] questions. I can't close the deposition
[7] because Mr. Israel and I are still working
[8] on resolving some concern about his
[9] production, so we have to reserve all of
[10] our rights, but I thank Mr. Braverman for
[11] his time today.
[12] And I hope you make it to the airport
[13] on time.
[14] MR. ISRAEL: I think we've used your
[15] eight hours today.
[16] MR. McKEE: I have some questions.
[17] MR. ISRAEL: We produced everything
[18] that is required to be produced. There are
[19] no open issues about it, and I'm going to
[20] respond that the deposition is over when
[21] this is over. As to your questions of
[22] whether you get to probe into any earlier
[23] criminal conviction and any details about
[24] that, you can write to the judge about
[25]

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[1] that.
[2] MR. McKEE: Let's try to do this as
[3] quickly as I can.
[4] EXAMINATION
[5] BY MR. McKEE:
[6] Q: Mr. Braverman, my name is Wesley
[7] McKee. I represent Garth Hayden. I'm going to
[8] try to be very quick because I know you have to
[9] go. You were shown Defendant's Exhibit 7
[10] earlier, correct?
[11] A: Yes.
[12] Q: I want to be sure, it's your
[13] testimony that you've never seen this collection
[14] of documents?
[15] A: No.
[16] Q: Were you ever given what we'll call
[17] a full-size set of drawings from Triarch when
[18] they were working on a project; were you ever
[19] given a set of drawings like this from Triarch?
[20] A: No.
[21] Q: Were you ever given single sheets,
[22] maybe not collections like this, but maybe single
[23] sheets that might have had a layout of the
[24] apartment, were you ever given anything like
[25]

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[1] that, like the full-sized set?
[2] A: No.
[3] Q: Let me show you what was previously
[4] marked as Defendant's Exhibit 49. Your counsel
[5] can take a look at it quickly.
[6] Sir, the first page of that
[7] references a presentation with a date, and then
[8] there is a number of drawings, I'll call them,
[9] that follow after that.
[10] Have you ever seen this collection
[11] of drawings before?
[12] A: I believe I did. Yes. Yes.
[13] Q: Let me show you one that was marked
[14] as Exhibit 50, Defendant's Exhibit 50, that is
[15] another collection of what we'll call drawings,
[16] with a cover sheet that has a presentation of a
[17] different date, it might be November of 2008. Do
[18] you recognize that document?
[19] A: No.
[20] Q: But looking at 49, you do believe
[21] you've seen this before?
[22] A: Yes, I do remember seeing this.
[23] Q: It has a date on the front
[24] presentation October 26, 2008. Looking at that
[25]

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[1] date, does that refresh your recollection as to
[2] whether you were shown that or something similar
[3] to that in or around that date by Triarch?
[4] A: Yes.
[5] Q: Was that the kind of materials that
[6] Triarch was giving you in connection with their
[7] work on the project?
[8] A: Yes.
[9] Q: You looked at Exhibit 50; you don't
[10] recall this specific one?
[11] A: No. I can look again.
[12] Q: Let me show you one more along this
[13] line, it has previously been marked as
[14] Defendant's Exhibit 51. It is entitled
[15] "Presentation File January 14, 2009." Take a
[16] look at that, please.
[17] A: I certainly didn't see it.
[18] Q: And now that contains some drawings
[19] and also some computer-generated — I forget what
[20] they're called now.
[21] MR. MANDEL: Renderings?
[22] Q: — renderings. Looking through that
[23] collection, have you ever seen that collection
[24] before? No?
[25]

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- [1]
[2] **A:** No. No. But — but, again, I
[3] wasn't paying attention to any design related —
[4] **Q:** That was Vladimir's —
[5] **A:** That was his apartment.
[6] **Q:** You were shown what I think is
[7] Plaintiff's 10, and you said, I think, that these
[8] were renderings which came from Libracon,
[9] correct?
[10] **A:** Yes.
[11] **Q:** Other than what is in this little
[12] booklet here, did Libracon provide you with any
[13] other renderings, any other depictions,
[14] computer-generated depictions, anything other
[15] than this?
[16] **A:** No, I don't think so.
[17] **Q:** Let me show you what was previously
[18] marked as Defendant's Exhibit 3, which has a
[19] series of different renderings in it, and ask you
[20] if you recognize any of those.
[21] **A:** Yes.
[22] **Q:** Do you recall being presented with
[23] any of those, maybe not the specific ones, but
[24] things of that nature, from Triarch when they
[25] were still working on the project?

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- [1] **A:** Yes.
[2] **Q:** Is that the kind of work they were
[3] giving you?
[4] **A:** Yes.
[5] **Q:** Let me show you another collection
[6] of sketches and renderings which has been marked
[7] as Defendant's Exhibit 5, and ask you to just
[8] flip through that and ask you a general question
[9] about those.
[10] As you go through that you'll see
[11] that there are some renderings in there, correct?
[12] **A:** Yes. But aren't those the same as
[13] the other book?
[14] **Q:** Well, we're not going to take the
[15] time it compare each set.
[16] **A:** Well, yeah, I do remember seeing
[17] this.
[18] **Q:** You remember seeing some of the
[19] renderings?
[20] **A:** Yes.
[21] **Q:** How about some of the sketches that
[22] are in there, does that, again, look familiar,
[23] look like something that you were getting from
[24] them at the time, them being Triarch?
[25]

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- [1] **A:** No.
[2] **Q:** That is fine.
[3] **A:** No.
[4] **Q:** During the period of time that you
[5] were involved in the project, you had occasion to
[6] meet with Garth Hayden?
[7] **A:** Yes.
[8] **Q:** How many times do you figure you met
[9] with Garth Hayden?
[10] **A:** At least half a dozen.
[11] **Q:** Did you ever meet also with Mr. Pepe
[12] Calderin at the same time? Were you together
[13] with both of them at the same time?
[14] **A:** The meeting that we were discussing,
[15] when Calderin came to New York, I believe
[16] Vladimir — I was not involved already in the
[17] project, but since Vladimir was not in town he
[18] asked me to introduce, since I knew them both.
[19] So I do remember having lunch with Calderin and
[20] then Garth came over to the apartment. I
[21] introduced them and I left.
[22] **Q:** I see.
[23] **A:** So just a general introduction.
[24] **Q:** I know you said you never saw
[25]

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- [1] Exhibit 7 before, which is Triarch's set of
[2] drawings dated December of 2008. I would be
[3] correct then that you never saw Mr. Hayden with a
[4] set of those; is that correct?
[5] **A:** Correct.
[6] **Q:** And you never saw Mr. Calderin with
[7] a set of those, correct?
[8] **A:** Correct.
[9] **Q:** And that one occasion that you were
[10] together with them, you didn't see a set of these
[11] plans; is that correct?
[12] **A:** No.
[13] **Q:** Okay. You were shown a new exhibit
[14] today marked P-64, and I'll give you my copy.
[15] Take a look at this e-mail.
[16] Do you remember looking at this
[17] earlier today?
[18] **A:** Yes.
[19] **Q:** And there is reference in there to
[20] them having been provided with AutoCAD; do you
[21] see that?
[22] **A:** Yes.
[23] **Q:** Who is AutoCAD? Who had created
[24] that AutoCAD drawing?
[25]

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- [1] **A: Hayden.**
[2] **Q: Garth Hayden?**
[3] **A: Yes.**
[4] **MR. ISRAEL:** He's got an
[5] appointment.
[6] **MR. McKEE:** Yes.
[7] **MR. ISRAEL:** Can you make it quick?
[8] **MR. McKEE:** We'll be out of here by
[9] 6:00.
[10] **Q:** Let me show you what was previously
[11] marked as Defendant's Exhibit 1. Does this look
[12] familiar to you?
[13] **A: Yes.**
[14] **Q:** And you'll note that down here there
[15] is a date of June 26, 2008. Do you recognize
[16] these as being the set of plans originally
[17] prepared by Mr. Hayden which —
[18] **A: Yes.**
[19] **Q:** — you were both — you have to let
[20] me finish the question.
[21] — which were originally approved by
[22] both the building and the Building Department?
[23] **A: Yes.**
[24] **Q:** And the AutoCAD that is referenced

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- [1] in P-64, would that have been a version of these
[2] drawings?
[3] **A: Yes.** He asked me to submit them
[4] approved plans and I sent him I believe in PDF,
[5] and he asked me to resend them in Cad.
[6] **Q:** I'm going to show you my copy of
[7] what was previously marked as D-37. There is an
[8] e-mail chain here. This is my handwriting, I'll
[9] note for the record, but down here in this e-mail
[10] it says, "You need them to concentrate on
[11] redrafting the initial design," do you see that?
[12] Please read it in context, please.
[13] My question to you is what design is
[14] that a reference to, what was the initial design?
[15] **A: It was referring to renderings.**
[16] **Q: To renderings?**
[17] **A: Yes.**
[18] **Q:** The renderings which would have
[19] predated the September 15th, those would have
[20] been the ones from Filip?
[21] **A: No.**
[22] **Q: No?**
[23] **A: The one — the —**
[24] **Q: Who?**

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- [1] **A:** The one that he would come up with,
[2] which I'm referring to that hopefully Vladimir
[3] will approve them, so at the time we were on
[4] schedule, and he was planning to present them in
[5] the mid-September, so they will get approved by
[6] the end of September, so we are on schedule.
[7] **Q:** I have one or two more questions.
[8] You were shown Exhibit P-71. And this had do
[9] with the billing. And correct me if I'm wrong, I
[10] think you said something to the effect that you
[11] told him, meaning Corelli, that he had no
[12] business to work on anything beyond phase I,
[13] something to that effect?
[14] **A:** I — I was always — I was always
[15] repeating myself, every — on every telephone
[16] conversation, I was always reminding him that he
[17] has no business to focus on anything else, but to
[18] finish phase I so we can get the production in
[19] Italy going, then we can go to anything else.
[20] **Q:** And in order to get the Italians
[21] working on producing the panels, all the
[22] custom-made stuff, what level of detail had to be
[23] provided from Triarch in order for that to
[24] happen?
[25]

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- [1] **A:** Well, first they had to — to have
[2] the designs approved, the renderings. Then they
[3] need to come up with the drawings for the
[4] Italians, the measurements and the — we went
[5] through this.
[6] **Q:** Yes?
[7] **A:** In other words, how would
[8] manufacturer go into production with only the
[9] renderings, without the actual drawings?
[10] **Q:** When you stopped working on the
[11] project sometime after Triarch was released, had
[12] any work been done, any physical work on the
[13] project?
[14] **MR. ISRAEL:** Any construction?
[15] **Q:** Any construction work, yes.
[16] **A: No.**
[17] **Q:** Nothing had been built? Had any
[18] contractors been hired yet?
[19] **A: No.**
[20] **MR. McKEE:** That is all I have.
[21] Thank you.
[22] **THE WITNESS:** Thank you. Time.
[23] **MR. MANDEL:** Thank you very much.
[24] (Time noted: 6:04 p.m.)
[25]

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[1]
[2] I, the witness herein, having read
[3] the foregoing testimony, do hereby certify
[4] it to be a true and correct transcript,
[5] subject to the corrections, if any, shown
[6] on the attached page.

[11] **GARRY BRAVERMAN**

[16] Subscribed and sworn to
[17] before me this ____ day
[18] of _____ 2012.

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[1]
[2] CERTIFICATE
[3] STATE OF NEW YORK)
[4]
[5] COUNTY OF NEW YORK)
[6]
[7] I, KAREN PERLMAN, RPR, CRR, a Shorthand
[8] Reporter and Notary Public within and for the
[9] State of New York, do hereby certify:
[10] That GARRY BRAVERMAN, the witness whose
[11] deposition is hereinbefore set forth, was duly
[12] sworn by me and that such deposition is a true
[13] record of the testimony given by such witness.
[14] I further certify that I am not related to
[15] any of the parties to this action by blood or
[16] marriage, and that I am in no way interested in
[17] the outcome of this matter.
[18] IN WITNESS WHEREOF, I have hereunto set my
[19] hand this 23rd day of July, 2012.
[20]
[21]
[22]
[23]
[24] KAREN PERLMAN, RPR, CRR
[25]

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